

H O U S I N G M A N U A L

Missouri Department of Mental Health

Shelter Plus Care and Rental Assistance Programs

Revised February 2012



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Purpose of the Housing Manual

This Manual establishes policies and procedures not found in federal or state regulations for the Missouri Department of Mental Health's (DMH) **Shelter Plus Care** (SPC) programs and **Rental Assistance Program** (RAP). Our aim is to provide standard concepts, definitions and procedures to enable efficient program administration and standardized collection of performance data. The policies are the same for both programs unless otherwise noted.

When the Manual does not otherwise explain an issue, DMH Housing follows the appropriate provisions of the McKinney-Vento Act, as amended by the HEARTH Act, and the Code of Federal Regulations. This Manual is subject to change depending on changes in funding contracts as well as changes in federal laws and regulations.

Where DMH receives funding to operate a specific government-funded housing program that has its own regulations and manual, those materials will govern the operation of that particular program and override any conflicting provisions in this Manual.

DMH Housing Mission

DMH is dedicated to combating the stigmas associated with mental illness, developmental disabilities, and substance abuse disorders. The mission of the DMH Housing Unit is to assist Missourians challenged by mental illnesses, substance abuse and developmental disabilities in obtaining and maintaining safe, decent, and affordable housing that meets their individual and family needs. The DMH Housing Unit believes that housing is a key to helping Missourians with disabilities and their families attain self-determination, self-sufficiency and re-integration into the community.

Shelter Plus Care

DMH Housing has been involved in providing affordable housing for persons with disabilities since 1994. In that year, DMH received three grants from the U.S. Department of Housing and Urban Development (HUD) to provide Shelter Plus Care (SPC) rental assistance to homeless individuals and families in St. Louis and Kansas City. Since 1999, DMH has greatly expanded the scope of its SPC programs, which in 2011 consisted of 40 grants statewide.

For a list of DMH's SPC grants and areas served during 2011, see the chart below.

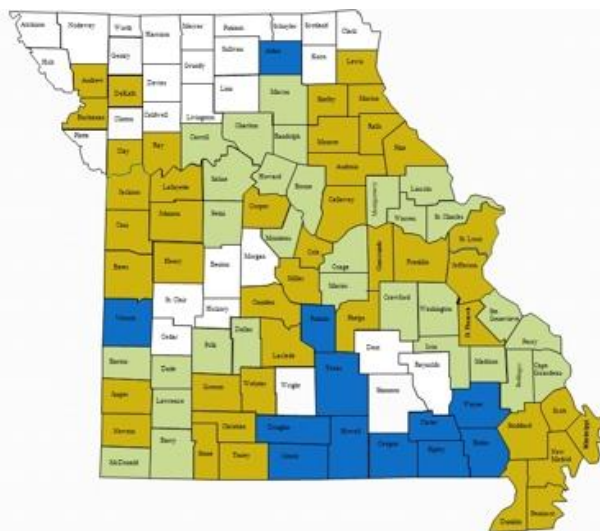
Shelter Plus Care Grant Area	Processing Center/Grant Code	Rental Units Budgeted	Grant Amount (as of 2011-12)
St. Louis Region			
St. Louis County	St. Patrick Center (SCC)	47	\$417,876
St. Louis County	Queen of Peace Center (SZE)—Families	12	\$634,320
St. Louis County	Queen of Peace Center (SZL)—Families	9	\$477,240
St. Louis County	Places for People (SCU)—Sponsor-based, chronic only	20	\$646,800
St. Louis County	Places for People (SZA)—Chronic only	8	\$284,640
St. Louis County	Places for People (SZF)—Chronic only	8	\$289,260
St. Louis County	St. Patrick Center (SZN)—Veterans	7	\$268,380
St. Louis City	St. Patrick Center (SCY)	39	\$374,316
St. Louis City	Queen of Peace Center (SCS)—Sponsor-based	77	\$688,548
St. Louis City	Queen of Peace Center (SCL)	146	\$1,456,992
St. Louis City	Queen of Peace Center (SZC)—Families	20	\$1,000,800
St. Louis City	St. Patrick Center (SCQ)—Chronic only	50	\$1,716,000
St. Louis City	St. Patrick Center (SZB)—Chronic only	30	\$1,050,840
Regional Total		473	\$9,306,012
Kansas City Region			
Kansas City	SAVE, Inc. (SCV)	50	\$532,860
Kansas City	SAVE, Inc. (SCE)	100	\$1,024,104
Kansas City	Mental Health America of the Heartland, SAVE, Inc. & Amethyst Place (SCK)	162	\$1,699,464
Kansas City	MHA of the Heartland (SCZ)—Chronic only	35	\$307,860
Kansas City	MHA of the Heartland (SCX)—Chronic only	21	\$183,240
Kansas City	SAVE, Inc. (SCD)—Chronic only	13	\$512,460
Kansas City	SAVE, Inc. (SZD)—Chronic only	8	\$323,760
Kansas City	Community Housing Network (SZG)—Chronic only	12	\$512,560
Independence	MHA of the Heartland (SCM)	25	\$262,800
Independence	MHA of the Heartland (SCI)	26	\$264,828
Independence	MHA of the Heartland (SCO)	9	\$83,088
Regional Total		461	\$5,707,024

Shelter Plus Care Grant Area	Processing Center/Grant Code	Rental Units Budgeted	Grant Amount (as of 2011-12)
Other Cities and Rural Areas			
Bootheel Area	Delta Area Economic Opportunity Corporation (SCB)	17	\$113,628
Branson Area	Ozark Area Community Action Corporation (SCT)	17	\$124,380
Central Missouri Area	Central Missouri Community Action Agency (SZM)	11	\$358,260
Farmington Area	Eastern Missouri Action Agency (SCF)	21	\$138,696
Hannibal Area	North East Community Action Corporation (SCH)	22	\$137,496
Jefferson/Franklin Counties	COMTREA (SZH)	9	\$402,660
Joplin Area	Economic Security Corporation (SCN)	24	\$179,256
Joplin Area	Economic Security Corporation (SZJ)—Chronic only	1	\$28,140
Kirksville Area	Housing Authority of the City of Kirksville (SCA)	14	\$97,128
Nevada Area	Pathways Behavioral Health (SZK)	7	\$212,880
Outer KC Metro Area	Community Housing Network (SZI)	9	\$442,080
Poplar Bluff Area	Ozark Foothills Regional Planning Commission (SCP)	23	\$143,724
Rolla Area	Missouri Ozarks Community Action, Inc. (SCR)	18	\$107,760
Springfield Area	Ozark Area Community Action Corporation (SCG)	17	\$120,888
St. Joseph Area	Catholic Charities of St. Joseph (SCJ)	30	\$212,604
West Plains Area	Ozark Action, Inc. (SCW)	17	\$104,292
Regional Total		257	\$2,923,872
TOTALS			
40 grants		1191 households	\$17,936,908

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Rental Assistance Program

DMH received funds from the Missouri Housing Trust Fund (MHTF) in 1996 to provide long-term rental assistance to persons with mental illness, substance abuse disorders and developmental disabilities. That funding ended in 2002 and DMH has since used its own funds to operate what is now called the Rental Assistance Program (RAP). RAP is a transitional rental subsidy program limited to two years of assistance and designed to assist people with disabilities experiencing a housing crisis to transition to housing self-sufficiency or to a form of assisted permanent housing. See the map in the following section to see where RAP is available in Missouri.



Policies and Objectives

The activities of DMH Housing shall be in compliance with the personnel policies of DMH and of the State of Missouri. All housing assistance programs administered

DMH Housing fully complies with federal, state and local nondiscrimination laws and operates in accordance with the rules and regulations governing fair housing and equal opportunity in housing and employment.

Specifically, DMH Housing shall not deny any family or individual the opportunity to apply for or receive assistance under DMH's housing assistance programs because of race, color, gender, sexual orientation, religion, creed, national or ethnic origin, age, family or marital status, or disability.

To further DMH's commitment to full compliance with applicable civil right laws, DMH Housing will provide federal, state and, where practical, local information to all Participants regarding housing discrimination and any recourse available to them should they feel they have been the victim of discrimination in housing. Such information will be made available as part of the information packet each program Participant receives at their initial program intake meeting.

Information about state landlord-tenant law is available in a publication from the Missouri Attorney-General's office called, "Missouri's Landlord-Tenant Law." This publication is available at the Attorney-General's web site at:

<http://ago.mo.gov/publications/landlordtenant.htm>

Federal Laws and Policies

DMH Housing complies with the requirements of the McKinney-Vento Act as amended by the HEARTH Act. In particular, DMH Housing strives to ensure that all children in households assisted by its Shelter Plus Care Programs connect to appropriate services in their communities such as Head Start, or are enrolled in their school of origin to avoid disruption of their education.

For all households with children assisted by DMH Shelter Plus Care Programs, Processing Centers provide information to both the Program Participant and to the Case Manager regarding the local school districts' Homeless Coordinators and the Missouri Department of Elementary and Secondary Education's (DESE) efforts to ensure full access to a free and appropriate public education for children in households experiencing homelessness. This includes ensuring full and equal access to all federally, locally and state-funded pre-school programs, food programs and before-and-after school care programs, as well as ensuring that homeless children are not segregated in any way from their peers.

Complete information on DESE's efforts with homeless children and runaway youth is available at:

<http://dese.mo.gov/qs/gr/homeless/>

Access to Information

DMH Housing strives to maintain complete information about its programs and affordable housing resources in Missouri generally at its Web site. The main page of the DMH Housing Web site is located within the Department of Mental Health's Web site at:

<http://dmh.mo.gov/housing>

Users of this manual are encouraged to use the information presented at the Web site and to suggest changes and additional content whenever appropriate. Send suggestions for content and comments to DMH Housing at housing@dmh.mo.gov.

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DMH Housing Staff Contact Information

See below for complete contact information for each DMH Housing staff person and the areas and subjects they cover:

DMH Central Office, 1706 East Elm Street, P.O. Box 687, Jefferson City, MO, 65102:

Liz Hagar-Mace, Housing Director

Phone: 573-522-6519

E-mail: liz.hagar-mace@dmh.mo.gov

Contact Liz with questions about:

- Department of Mental Health Shelter Plus Care grants general information
- DMH Rental Assistance Program (RAP)—general information, application status, availability of funds
- Affordable housing development and housing for persons with disabilities generally
- Statewide housing and homelessness issues
- Missouri State Interagency Council on Homelessness (formerly the Governor's Committee to End Homelessness)

Edwin Cooper, Affordable Housing Consultant

Phone: 573-751-8208

E-mail: edwin.cooper@dmh.mo.gov

Contact Edwin with questions about:

- DMH Shelter Plus Care grants in the rural/non-metropolitan areas of the state
- Housing and homelessness issues in rural/non-metropolitan Missouri
- The Balance of State Continuum of Care
- Affordable housing development in non-metropolitan areas of Missouri, and housing for persons with disabilities generally

Dirk Cable, Housing Development Officer

Phone: 573-526-3125

E-mail: dirk.cable@dmh.mo.gov

Contact Dirk with questions about:

- DMH Shelter Plus Care grants in the Joplin and St. Joseph areas
- The St. Joseph and Joplin area Continuums of Care
- Shelter Plus Care invoice processing and other DMH Housing data issues
- DMH Housing Web site, blog, publications, manuals and forms

Maggie George-Murray, Housing Development Officer

Phone: 573-522-2120

DMH Central Office, 1706 East Elm Street, P.O. Box 687, Jefferson City, MO, 65102:

Liz Hagar-Mace, Housing Director

Phone: 573-522-6519

E-mail: liz.hagar-mace@dmh.mo.gov

Contact Liz with questions about:

- Department of Mental Health Shelter Plus Care grants general information
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- Affordable housing development in non-metropolitan areas of Missouri, and housing for persons with disabilities generally

Dirk Cable, Housing Development Officer

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E-mail: dirk.cable@dmh.mo.gov

Contact Dirk with questions about:

- DMH Shelter Plus Care grants in the Joplin and St. Joseph areas
- The St. Joseph and Joplin area Continuums of Care
- Shelter Plus Care invoice processing and other DMH Housing data issues
- DMH Housing Web site, blog, publications, manuals and forms

Maggie George-Murray, Housing Development Officer

Phone: 573-522-2120

E-mail: maggie.george-murray@dmh.mo.gov

Contact Maggie with questions about:

- Status of pending Shelter Plus Care applications
- Information about Shelter Plus care applications, including eligibility, homeless definitions, required documentation, and general program information

Melissa Rivers, Office Support Assistant

Phone: 573-751-9206

E-mail: melissa.rivers@dmh.mo.gov

Contact Melissa with questions about:

- Status of pending Shelter Plus Care applications
- Monthly invoice processing for Shelter Plus Care and Rental Assistance Program
- Obtaining DMH Housing publications and related information
- General program information

In St. Louis:

Judy Johnson, Affordable Housing Consultant

Phone: 314-877-3375

E-mail: judy.johnson@dmh.mo.gov

Contact Judy with questions about:

- DMH Shelter Plus Care grants in the St. Louis Metropolitan region
- Housing and homelessness issues in the St. Louis region
- The St. Charles, St. Louis City and St. Louis County Continuums of Care
- Affordable housing development in the St. Louis region, and housing for persons with disabilities generally

In Kansas City:

Amy Copeland, Affordable Housing Consultant

Phone: 816-482-5765

E-mail: amy.copeland@dmh.mo.gov

Contact Amy with questions about:

- DMH Shelter Plus Care grants in the Kansas City Metro region
- The Kansas City/Jackson County Continuum of Care

- Housing and homelessness issues in the Kansas City/Jackson County region generally
- Affordable housing development in the Kansas City Metro region, and housing for persons with disabilities generally



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CHAPTER ONE—General Obligations of the Key Parties

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The success of DMH's housing programs relies on the diligence and cooperation of all the parties involved in the housing assistance process. This chapter explains what responsibilities and obligations rest with each party. The parties consist of:

- **DMH Housing** – a unit with the Department of Mental Health that administers the funds for Shelter Plus Care and RAP
- **Case Managers** – employees of mental health service provider agencies that coordinate supportive services for program participants
- **Provider Agencies** – DMH-contracted mental health service provider agencies
- **Processing Centers** – social service and housing agencies contracted with DMH to locally administer Shelter Plus Care and RAP programs
- **Landlords** – owners and/or managers of rental properties who lease to Shelter Plus Care and RAP Participants
- **Program Participants** – persons with disabilities who have been found eligible to receive housing assistance through the Shelter Plus Care and RAP programs

Obligations of DMH Housing

- **Manage Wait Lists.** DMH Housing establishes and manages wait lists for all SPC programs unless written contractual agreements are made with another agency to do so. Sponsor-based and project-based SPC programs manage their own wait lists. RAP does not utilize a wait list system.
- **Monitor Program Performance.** DMH Housing monitors each housing program's performance and ensures contract compliance. DMH Housing makes site visits to Processing Centers to review Programs and provides ongoing, up-to-date technical assistance.
- **Ensure Uniformity.** DMH Housing ensures uniformity of practice among the Processing Centers, fulfillment of funding contracts and adherence to applicable laws. DMH Housing must give its approval to any changes or additions to the materials and procedures used for a DMH housing assistance program.

- **Determine Eligibility.** DMH Housing reviews all applications for eligibility and notifies Case Managers whether or not an Applicant is eligible.
- **Make Referrals.** DMH Housing coordinates the referral of Applicants who have been found eligible for assistance to the appropriate Processing Center.
- **Monitor Program Expenditures.** DMH Housing monitors the on-going expenditure of all program funds to ensure the maximum use and effectiveness of funds. This includes monitoring the amount of tenant-paid rent contributed to each program and the value of supportive services being provided to Participants.
- **Monitor Service Delivery.** DMH Housing monitors the delivery of mental health services and supportive services to Participants to help ensure Participants' housing stability.
- **Monitor Zero Income.** DMH Housing monitors Participants who report \$0 income. Zero Income Participants are tracked by DMH Housing to assure that they apply for benefits and/or employment in a timely manner.

Obligations of Case Managers

- **Assess Applicants' Housing Needs and Goals.** The Case Manager must assess an Applicant's needs for housing and the Applicant's ability to live independently as part of a Service Plan prior to submitting an application.
- **Help Complete and Submit Applications.** The Case Manager assists the Applicant in filling out an application for housing assistance; and helps the Applicant through other paperwork that will initiate participation in a Program.
- **Attend Intake Meeting.** The Case Manager must attend the initial intake meeting with the Applicant at the Processing Center.
- **Assist With Housing Search.** The Case Manager assists the Participant in the process of locating a unit within 30 days of the Program voucher issue date. If more time is needed, the Case Manager must notify the Processing Center and **show in writing** why it is needed. Requests for extensions of time are reviewed by DMH Housing staff on a case-by-case basis.
- **Provide Initial Housing Case Management.** The Case Manager must maintain a level of in-person contact with the Participant commensurate with what is described in the Service Plan submitted to DMH Housing as part of the Application for Shelter Plus Care. The Case Manager must notify the Participant, DMH Housing, and the Processing Center when a new Case Manager is assigned.
- **Deliver Supportive Services.** The Case Manager provides supportive services as established by the Participant's Service Plan, and arrange for additional supportive

services as necessary to assist the Participant in their independent living situation. If the Participant moves services to a new service provider, the Case Manager must assist in the transition to the new provider.

- **Transfer Support Services to New Unit.** The Case Manager ensures that the Participant gets moved into the new unit, and that all benefits and appropriate services are properly transferred.
- **Manage Clinical Issues.** The Case Manager manages any clinical issue that arises and work with the Processing Center and DMH Housing when a clinical issue affects the housing situation. **The Case Manager will notify the Processing Center when a Participant has become non-compliant with their support services plan.**
- **Increase Participant Income.** The Case Manager ensures that Participants who report zero income apply for benefits and/or employment in a timely manner. Case Managers may be asked to verify that the Participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment, or that benefits were denied and an appeal has been filed.
- **Follow Up.** Follow up on other specific situations requiring case management action outlined in this Manual, i.e., due process hearings, family composition and income changes.

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Obligations of Provider Agencies

- **Assure Long-Term Support Services.** The service provider agency must assure that the Participant has access to long-term supportive services.
- **Document the Financial Value Of Support Services.** The service provider must have a means for documenting and, if requested by DMH Housing, reporting on the **financial** value of services received by a Participant in a DMH housing assistance program.

Obligations of Processing Centers

- **Maintain Participant Files.** The Processing Center must maintain a complete file record of each Participant's enrollment in a Program. Participant files **must** be maintained in a manner that makes the information accessible and legible to DMH Housing and other authorized parties, such as HUD, for purposes of conducting audits and program reviews.
- **Conduct Applicant Intake Meetings.** The Processing Center arranges Program intake meetings to educate Applicants on the policies and procedures of the Program for which they've been approved. Processing Center staff reviews and

updates the DMH referral information during the intake meeting and informs DMH Housing of any major changes. If the Applicant's household has children, the Processing Center provides information to assist the Applicant and the Case Manager access information about school enrollment and other educational programs such as Head Start.

- **Verify Program Eligibility.** Processing Center staff are responsible for verifying and documenting in detail certain aspects of Program eligibility for a new Program Participant. These consist of household income and household composition.
- **Recertify Participant Eligibility.** The Processing Center must annually recertify eligibility for all Participants and maintain accurate documentation of eligibility. DMH Housing may require additional recertifications to be made whenever Participants experience changes in circumstances that substantially affect their overall eligibility for the program.
- **Conduct HQS Inspections.** To ensure that all Participants live in safe and decent housing, the Processing Center must conduct a Housing Quality Standards (HQS) inspection of a Participant's chosen rental unit before the Participant moves in. All units rented by Participants must be re-inspected annually by the Processing Center. DMH Housing staff may do quality control inspections to verify that HQS inspections are being done properly.
- **Review and Approve The Lease.** The Processing Center reviews and approves any lease or occupancy agreement signed between a Landlord and a Participant enrolled in a program. The purpose of the approval is to ensure that program-required lease provisions are included in the agreement. If the lease cannot be approved, the tenant cannot receive assistance for that unit.
- **Submit Timely and Accurate Monthly Invoices to DMH Housing.** In connection with paying rent subsidies to Landlords in a timely fashion, Processing Centers must submit accurate monthly invoices for rents and related costs to DMH Housing on a schedule set by DMH Housing. Processing Centers must be equipped to submit invoices electronically in a manner that protects Participants' personal information.
- **Provide On-Going Housing Administration.** The Processing Center is responsible for handling local housing administration, including adjusting total tenant payments, making interim HQS inspections, handling damage claims by Landlords, giving 30-day move-out notices to Landlords, etc.
- **Coordinate With Responsible Parties.** The Processing Center coordinates with Case Managers, Landlords, and DMH Housing as needed on issues involving unit habitability, emergency situations, security, tenant compliance and Landlord

compliance with Program requirements

- **Conduct Landlord Outreach.** Processing Centers encourage Landlords of decent, safe, and affordable housing to lease units to Program Participants, and to publicize their available units.
- **HMIS Data Entry.** When HMIS data entry is part of a Processing Center's contract, the Processing Center must have at least one trained staff person designated as a user of the local homeless management information system. Processing Centers are obligated to accurately enter required Participant data in their Continuum of Care's HMIS in an ongoing and timely manner; to arrange staff training for HMIS with the Continuum's HMIS provider when needed; and to respond to DMH requests for HMIS data reports in a timely manner, including HUD Annual Progress Reports.

Below is a list of agencies contracted with DMH to do Shelter Plus Care and RAP client processing as of February 2012:

Agency Name	Address	Phone Numbers
Amethyst Place	1102 Benton Blvd. Kansas City, MO 64127	816-231-8782 FAX 816-231-8981
CCSJ—Catholic Charities	902 Edmond St., Suite 204 St. Joseph, MO 64501	816-232-2885 FAX 816-232-2607
CMCA—Central Missouri Community Action	807-B N. Providence Road Columbia, MO 65203-4359	573-443-8706 FAX 573-875-2689
CHN—Community Housing Network	2600 E. 12 th St. Kansas City, MO 64127	816-482-5748 FAX 816-482-5749
COMTREA	227 Main St. Festus, MO 63028	636-232-2338 FAX 636-937-2568
DAEOC—Delta Area Economic Opportunity Corp.	99 Skyview Road Portageville, MO 63873	573-379-3851 FAX 573-379-5988
EMAA—East Missouri Action Agency, Inc.	PO Box 308 403 Parkway Dr. Park Hills, MO 63601	573-431-5191 FAX 573-431-2426
ESC—Economic Security Corp. of the Southwest Area	PO Box 207 302 S. Joplin Joplin, MO 64802	417-781-0352 FAX 417-781-1234
HACK—Housing Authority for City of Kirksville	100 Valley Forge Drive PO Box 730 Kirksville, MO 63501	660-665-8539 FAX 660-665-1308
MHAH—Mental Health America of the Heartland	739 Minnesota Ave. Kansas City, KS 66101	913-281-2221 FAX 913-281-3977
MOCA—Missouri Ozarks Community Action, Inc.	306 South Pine St. PO Box 69 Richland, MO 65556	573-765-4509 FAX 573-765-4426
MVCAA—MO Valley Community Action Agency	1415 S. Odell Marshall, MO 65340	660-886-7476 FAX 660-886-5868
NECAC—NE Missouri Community Action Agency	PO Box 470 16 North Court St. Bowling Green, MO 63334	573-324-2055 FAX 573-324-2132
OACAC—Ozarks Area Community Action Corporation	215 South Barnes Springfield, MO 65802	417-864-3446 FAX 417-873-3360

Agency Name	Address	Phone Numbers
OAI—Ozark Action, Inc.	PO Box 588 710 East Main West Plains, MO 65775	417-256-6147 FAX 417-255-2967
OFRPC—Ozark Foothills Regional Planning Commission	3019 Fair St. Poplar Bluff, MO 63901	573-785-6402 FAX 573-686-5467
Pathways Community Behavioral Health	1800 Community Drive Clinton, MO 64735	660-890-8055 FAX 816-318-3473
Places for People	4130 Lindell St. Louis, MO 63108	314-535-5600 FAX 314-535--6037
QOP—Queen of Peace Center	325 North Newstead St. Louis, MO 63108	314-531-0511 FAX 314-531-5843
SAVE, Inc.	PO Box 45301 Kansas City, MO 64171	816-531-8340 FAX 816-531-4817
St. Patrick's Center	800 N. Tucker St. Louis, MO 63101	314-802-0990 FAX 314-802-1980

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Obligations of Landlords

- **Maintain Landlord-Tenant Relationships.** Landlords must comply with the provisions of leases and HAP contracts and the federal Fair Housing Act, perform regular maintenance, and perform all management and rental functions as required by state landlord-tenant laws.
- **Report Landlord-Tenant Issues.** The Landlord must notify the Processing Center of any disputes between the Landlord and a Participant, and may request a meeting with the involved parties to attempt resolution.
- **Supply Vacancy Information.** Landlords and property managers working with Processing Centers should keep Processing Centers informed of vacancies in their units.
- **Evictions.** If the Landlord evicts a Participant, the eviction must be handled under the provisions of Missouri state landlord-tenant laws, just as for any other tenant. The Landlord must give the Processing Center written notice of eviction at the same time the Participant is notified.
- **Discrimination Prohibited.** The Landlord shall not discriminate against a Participant on the grounds of race, color, creed, religion, gender, sexual orientation, national origin, disability, age or because of membership in a class such as unmarried mothers or recipients of public assistance.

Obligations of Participants

- **Cooperate In Fulfilling Program Requirements.** Participants assist DMH Housing and Processing Centers by providing information that certifies their initial and continuing eligibility and establishes what share of the rent they will pay.

Participants must sign an information release that allows personal information to be shared, in compliance with HIPAA, with DMH Housing, Processing Centers, Landlords and applicable support services.

- **Find a Qualified Unit.** Participants must select a unit which falls under the guidelines of the program and which passes a HQS inspection. Participants must allow the Processing Center to inspect the rental unit before initial move-in and at annual recertification.
- **Compliance With Lease and Household Obligations.** Participants must comply with all the terms of their lease as well as the terms of the Household Obligations, including allowing inspections of the unit.
- **Notify Processing Center of Communications With Landlord.** Participants must notify the Processing Center of any communications they receive from Landlords that may affect their continued tenancy.
- **Report Changes In Income and Family Composition.** Participants must report changes in this information to both the Processing Center and to their Case Manager, and are responsible for responding to requests from the Processing Center to update this information.
- **Comply With Program Policies.** Participants are required to know program policies and to abide by them. These include, but are not limited to the requirement that the unit be used as the Participant's primary residence; giving proper notice before moving out of a rental unit; and knowing that the Participant may be responsible for damages incurred in the unit. Participants must stay engaged in supportive services.
- **Zero Income.** A Participant who enters the program without any income must work with their Case Manager to increase their income through obtaining benefits or employment. 🏠

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Eligibility for Shelter Plus Care

Eligibility for DMH's Shelter Plus Care (SPC) programs is based on the following:

1. **Disability.** Applicants must have a disability as defined by HUD in 24 CFR Section 582.5 (amended effective January 4, 2012), which states:
 - (1) A person shall be considered to have a disability if he or she has a disability that:
 - (i) Is expected to be long-continuing or of indefinite duration;
 - (ii) Substantially impedes the individual's ability to live independently;
 - (iii) Could be improved by the provision of more suitable housing conditions; and
 - (iv) Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury.
 - (2) A person will also be considered to have a disability if he or she has a developmental disability, as defined in this section.
 - (3) A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

HUD defines a developmental disability, also at 24 CFR Section 582.5 (amended effective January 4, 2012) as:

- (1) A severe, chronic disability of an individual that—
 - (i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - (ii) Is manifested before the individual attains age 22;
 - (iii) Is likely to continue indefinitely;
 - (iv) Results in substantial functional limitations in three or more of the following areas of major life activity:
 - (A) Self-care;
 - (B) Receptive and expressive language;

- (C) Learning;
- (D) Mobility;
- (E) Self-direction;
- (F) Capacity for independent living;
- (G) Economic self-sufficiency; and

(v) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Based on the above, Applicants must have one of the following disabilities to qualify for Shelter Plus Care:

- A serious mental illness;
- An alcohol and/or drug abuse disorder;
- A developmental disability; or
- A diagnosis of AIDS or of HIV infection

2. **Homelessness.** Applicants must be currently homeless within the definition established for HUD homeless assistance programs by 24 CFR Section 582.5 (as amended effective January 4, 2012), and the HEARTH Act. The amended definition of homelessness established four categories of individuals and families who are homeless. **Per language in the 2011 HUD Continuum of Care Notice of Funding Available (NOFA), eligibility for Shelter Plus Care is limited to Category 1:**

- a. **Category 1: individuals or families who lack a fixed, regular, and adequate nighttime residence.** This category consists of:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); and
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not

meant for human habitation immediately before entering that institution.

- b. **Category 2: individuals or families who will imminently lose their primary nighttime residence, provided that:** (1) the primary nighttime residence will be lost within 14 days of the date of application for Shelter Plus Care; (2) no subsequent residence has been identified; and (3) the individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing. This category consists of:
- **An impending eviction from a rental unit carried out legally by the owner**, i.e., not a simple demand to vacate by the owner but an eviction order issued by a court;
 - **Inability to continue to self-pay for a motel or hotel stay, with no alternative residence.** Self-paying includes situations where the motel or hotel room is paid for by family, friends or the applicant's faith-based or other social network;
 - **An individual or family no longer being allowed to stay in housing by the owner or renter of that housing.** Typically this means a household staying with friends or family in an overcrowded or doubled-up situation (also known as "couch surfing") where the owner of the housing has told the applicant household they must leave by a certain date.
- c. **Category 3: an individual or family who does not otherwise qualify as homeless under the homeless definition but who is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute.** The other Federal statutes referred to above are:
- **Runaway and Homeless Youth Act** (42 U.S.C. 5701 *et seq.*)
 - **Head Start Act** (42 U.S.C. 9831 *et seq.*)
 - Subtitle N of the **Violence Against Women Act of 1994** (42 U.S.C. 14043e *et seq.*)
 - Section 330 of the **Public Health Service Act** (42 U.S.C. 254b)
 - **Food and Nutrition Act of 2008** (7 U.S.C. 2011 *et seq.*)
 - Section 17 of the **Child Nutrition Act of 1966** (42 U.S.C. 1786)
 - Subtitle B of title VII of the **McKinney-Vento Homeless Assistance Act** (42 U.S.C. 11431 *et seq.*)

In addition to qualifying as homeless under one of the above federal statutes, the applicant:

- Must have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for Shelter Plus Care;
- Must have experienced persistent instability as measured by two or more moves during the 60-day period immediately preceding the date of applying for Shelter Plus Care; and
- Can be expected to continue in such status for an extended period because of one or more limiting factors. These factors consist of:
 - chronic disabilities;
 - chronic physical health or mental health conditions;
 - substance addiction;
 - histories of domestic violence or childhood abuse (including neglect);
 - the presence of a child or youth with a disability; or
 - two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

- d. **Category 4: any individual or family who is fleeing, or is attempting to flee, domestic violence**, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence.

The Applicant can have no other residence; and must lack the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

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The Federal regulations redefining homelessness for HUD homeless assistance programs can be found at:

http://www.hudhre.info/documents/HEARTH_HomelessDefinition_FinalRule.pdf

As of February 2012, DMH Housing does not know when or if Categories 2-4 will be applicable to determining homelessness for its Shelter Plus Care programs.

3. **Chronic Homelessness.** Several DMH SPC grants require Applicants to meet the definition of “chronic homelessness” in order to receive assistance. As of February 2012, HUD defines chronic homelessness as:
 - a. A single unaccompanied individual;
 - b. Having a disability as defined in paragraph 1, above; and, **either**
 - c. Who has been continuously homeless for one full year either in an emergency shelter and/or in a place not meant for human habitation; **or**
 - d. Who has had at least four distinct and sustained episodes of homelessness over the past three years.

For more information on chronic homelessness, see HUD’s publication “Defining Chronic Homelessness: A Technical Guide for HUD Programs” at:

<http://www.hudhre.info/documents/DefiningChronicHomeless.pdf>

4. **Income Limit.** Applicants may have a maximum household income of 50% of their Area Median Income (AMI). HUD publishes revised AMI’s annually at:
<http://www.huduser.org/datasets/il.html>
5. **Support Services.** Applicants must be currently receiving mental health support services from DMH, a mental health services provider contracted with DMH, or an agency specifically authorized by DMH Housing to act as an SPC support services provider. SPC Participants must remain in some form of supportive services in order to participate in SPC.
6. **Age.** Applicants must be 18 years of age or older. There are no age restrictions on other household members.

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Documenting Homelessness

Case Managers submitting applications for Shelter Plus Care must submit documentation that is adequate to prove the Applicant is currently homeless per the

above definition. The application must include documentation that is no older than 30 days from the date the application is received by DMH Housing. Shelter Plus Care homelessness documentation requirements under the revised definition of homeless are established by 24 CFR Section 582.301.

1. **Category 1** homelessness documentation consists of:

- a. For an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, provide a written eye-witness observation from a case manager, outreach worker or other homeless services worker able to personally verify the applicant's street homelessness. Describe in as much detail as possible; include locations, dates, and in what way the situation constitutes a place not meant for human habitation. This document must be on agency letterhead, and must be signed and dated by the author.
- b. For an individual or family living in a supervised publicly or privately operated shelter, provide a letter from the shelter facility verifying the date(s) of entry and/or exit and that the Applicant currently resides there; or, instead of a letter from the shelter, you may provide a printout from a Homeless Management Information System (HMIS) showing recorded shelter stays. You must also provide a letter by the case manager or homeless outreach worker verifying the shelter stay(s). This document must be on agency letterhead, and must be signed and dated by the author.
- c. For Applicants living in transitional housing programs, provide a letter from the transitional program verifying the date of entry and current residence; and documentation that the Applicant's housing immediately prior to the transitional program was either emergency shelter or living in a place not meant for human habitation (shelter letter, HMIS printout, or written observation of Applicant's former street homelessness).
- d. For an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution, provide a signed and dated verification from the institution staff that the applicant has resided there for ninety days or less and is about to exit the institution; and documentation that the Applicant's housing immediately prior to the institutional facility was either emergency shelter or a place not meant for human habitation (shelter letter, HMIS printout, or written observation of Applicant's former street homelessness).

2. Documentation for homelessness defined by Categories 2-4 is not discussed here because those categories don't apply to Shelter Plus Care. To see those documentation requirements, see the new regulations published in the Federal Register at:

http://www.hudhre.info/documents/HEARTH_HomelessDefinition_FinalRule.pdf

3. **Note that in many cases, documenting homelessness requires more than one piece of documentation.** For a person who has recently resided in an institution for 90 days or less and who was homeless immediately prior to that situation, DMH must receive documentation for both the homelessness and the institutionalization. **All letters described above must be on agency letterhead and signed and dated by the author. A letter missing any of these characteristics cannot be considered valid documentation.**
6. Homelessness must be re-verified in the same manner as described above if the Applicant is referred for SPC assistance more than 30 days after their eligibility is established.

Documenting Chronic Homelessness

1. If a Case Manager believes his or her client fits the definition of chronic homelessness as described above, it is often of benefit to the client to make the effort to fully document the chronic homelessness because wait time for chronic-only DMH SPC programs is often shorter than for other DMH SPC programs.
2. There are two approaches to take, depending on the client's housing history:
 - a. **Document one full year of homelessness.**
 - If the client has been sleeping in emergency shelters for one full year, the Case Manager can document this by showing a series of consecutive shelter stays that include nearly every day for the 12 months prior to the date the application is submitted.
 - If the client has lived "on the street" for the past year or more, document this by letters from persons who have personally seen and worked with the client continuously in street settings for the past 12 months. Persons who can write such letters are usually either the Case Manager him or herself, or an outreach worker who has known the client to be on the street for the past year. In both cases, the letter must be written to reflect eye witness accounts of such interactions with the client.
 - A combination of both shelter and "street" documentation can also be

used to show one continuous year of homelessness.

- b. **Document four “episodes” of homelessness in the past three years.** It’s somewhat more common for chronically homeless clients to alternate between periods of shelter stays or street homelessness and staying temporarily with friends or family in overcrowded or doubled-up situations. In this case, the client will have “episodes” of homelessness, which HUD defines as *“separate, distinct, and sustained stay[s] on the streets and/or in a homeless emergency shelter.”* To document four such episodes over the past three years, DMH Housing requires Case Managers to submit the client’s housing history for the three years prior to the submission of the application. Interview the client to get as much detail as possible and compile the information in a timeline, using the form on the following page as an example.

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FORM—Applicant Housing History—Chronic Homelessness (Sample)

[Agency Letterhead]

[Date]

To DMH Housing:

My client, Jane Smith, is chronically homeless per HUD's definition. Jane Smith's housing history for the past 36 months consists of:

Beginning Date	Ending Date	Whereabouts	Documented?
11/1/07	2/28/08	Haven Shelter, emergency shelter, Denver CO	Yes
3/1/08	4/1/08	Staying with family, Springfield, MO	No
5/1/08	7/15/08	The Kitchen, emergency shelter, Springfield, MO	Yes
7/16/08	7/31/08	Staying with friends, Springfield, MO	No
8/1/08	11/30/08	Rescue Mission, emergency shelter, Kansas City, MO	Yes
12/1/08	3/31/09	Forest Avenue emergency shelter, Kansas City, MO	Yes
4/1/09	3/30/10	Salvation Army transitional housing, Kansas City, MO	Yes
4/1/10	4/30/10	Staying with friends, Kansas City, MO	No
5/1/10	7/30/10	City Union Mission emergency shelter, Kansas City, MO	Yes
8/1/10	Present	Forest Avenue emergency shelter, Kansas City, MO	Yes

Please see the attached supporting documentation of these episodes of homelessness.

Sincerely,

[Case Manager Name], [Agency Name]

3. Each episode, whether shelter stay or street homelessness, must be documented. The types of chronic homelessness documentation are more limited than 'regular' homelessness documentation, and can consist of:
 - Dated letters from emergency shelters stating the Applicant's entry and exit dates to and from the shelters;
 - Printouts of HMIS data or reports showing dates of shelter stays;
 - Letters from persons other than the Applicant verifying by eyewitness account that the Applicant has slept or is sleeping in places not meant for human habitation (e.g., a vehicle, abandoned building, park bench, etc.).
4. Note that in the example above, the Applicant spent a year in a transitional housing program. **Stays in transitional housing do not count as episodes of homelessness for purposes of documenting chronic homelessness**, and a person currently staying in a transitional housing program is not considered chronically homeless. Similarly, none of the homelessness situations added to the HUD definition of homelessness that was revised in January 2012—imminent eviction, fleeing domestic violence, etc.—count as homeless episodes for purposes of qualifying an Applicant as chronically homeless.

Shelter Plus Care Application Policies and Procedures

1. DMH Housing can only accept an application submitted on the most current version of application available on the DMH Housing Web site. Before filling out an application, check this Web page to see if you have the most current version:

<http://dmh.mo.gov/housing/ShelterPlusCare.htm#ApplyingforSPCAssistance>

You can also download the complete Application for Shelter Plus Care at the above link.

2. Completion of an application requires the efforts and cooperation of both the Case Manager and the Applicant. Submit completed applications to the DMH Central Office by fax at **573-526-7797**.
3. An application must be complete in order to determine eligibility. Once an application is reviewed and found to be incomplete, DMH Housing will contact the Case Manager who submitted the application and inform him or her that the application is incomplete; discuss what is needed to make it complete; and notify

the Case Manager that he or she has 30 days to submit the required information. If the information is not received within 30 days, the application will be made inactive and destroyed.

4. The SPC Application consists of:

- Informational cover sheet
- Application Checklist
- Application for Shelter Plus Care (Sections 1-13)
- Verification of Disability (Attachment A)
- Service Plan (Attachment B)
- Verification of Homelessness (Attachment C)
- Verification of Chronic Homelessness (Attachment D)
- Consent for Disclosure of Applicant's Protected Health Information (Attachment E)
- Notice of Client Rights

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5. Tips for filling out a DMH Shelter Plus Care Application:

- **Completeness:** everything in the application is there for a reason—**please fill out everything**. If an item does not apply to your client, indicate "N/A".
- **Homelessness:** discuss with the applicant their complete recent housing history before you fill the application out. **If your client has never been homeless within HUD's definition, they will not qualify for this assistance.**
- **Homelessness Documentation:** it is essential to include written documentation of the Applicant's homelessness with the application. If homelessness documentation is omitted from the application, the application is considered incomplete and will be made inactive after 30 days.
- **Service Plan:** Case Managers may either complete this form or submit a copy of the provider agency's Assessment, Treatment Plan, or Service Plan. If you choose to fill out DMH's form, provide as much detail as possible, including frequency or schedule of visits to physicians, therapy, and case management; plans for future employment training or benefits applications; long-term employment, career and housing goals—in short, anything relevant to the categories listed on the form.
- **Signatures:** be sure that every item that requires a signature has one, and that

the Applicant has not signed by mistake in a place where either you or a third party is required to sign.

6. When an Applicant reaches the top of a Wait List and can be referred for SPC assistance, a DMH Housing staff member will contact the Case Manager and request that documentation of the Applicant's current homelessness be submitted to DMH Housing; new documentation is required if more than 30 days have elapsed since the Applicant was originally placed on the wait list. This documentation is of the same sort required by the original application, including but not limited to a letter from a shelter or transitional housing program, a letter from a person who has witnessed the Applicant living in a place not meant for human habitation, or a printout from a HMIS database documenting shelter stays.
7. A DMH Housing staff member refers eligible SPC Applicants when SPC grant funds make the assistance available. Referrals are made to a Processing Center. Valid referrals can only come from DMH Housing, never from an Applicant or a Service Provider. All referrals must include a DMH referral cover sheet.
8. The Processing Center will contact the Case Manager by telephone within 72 hours of receipt of a referral from DMH Housing to schedule an intake meeting. The Applicant and the Case Manager are required to attend the intake meeting. Missed appointments are handled on a case-by-case basis.
9. The Applicant is required to provide the following documentation at the intake meeting (some Processing Centers require this documentation to be submitted before the intake meeting is scheduled):
 - A driver's license or other state or federally issued picture identification;
 - Social Security Card or other proof of Social Security number;
 - Household income documentation not older than 30 days;
 - Birth certificates for all minors that will live in the assisted household; and
 - Social Security Card or other proof of Social Security number for all minors in the assisted household who have a Social Security number assigned.

Based on information provided in the application for Shelter Plus Care, the Processing Center may also ask the Applicant to bring documentation that relates to calculating the assisted household's adjusted gross income. These items include:

- Costs for childcare incurred so that a member of the household can work or

go to school;

- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses.

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for their own rental unit.

10. The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with SPC's program rules. If an Applicant allows the time period for locating a unit to expire, the Applicant must reapply if still interested in receiving rental assistance. If there are extenuating circumstances, DMH will grant on a case-by-case basis an extension of time for the Applicant to find a rental unit.

Shelter Plus Care Wait List Policies

1. Each geographic area that has access to a Shelter Plus Care program has at least one Wait List. Counties or regions served by multiple SPC grants normally have more than one Wait List. Wait Lists are established and monitored by DMH Housing. Wait Lists for Sponsor-based and Project-based SPC grants are maintained by the Sponsor or property owner agency.
2. As Applicants are found to be eligible for SPC assistance based on the information provided in their application, their names are placed on the appropriate Wait List. Placement on the wait List is based on the date an Applicant is found to be eligible for SPC assistance.
3. When an Applicants' name reaches the top of the Wait List and SPC program funds are available, DMH Housing will send a referral to the appropriate Processing Center, who will then schedule an intake meeting with the Applicant and Case Manager. If an Applicant has been on a Wait List longer than 30 days at the time they can be referred to a Processing Center, the Case Manager will be asked to submit documentation of current homelessness to DMH Housing before the referral takes place.

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Eligibility for Rental Assistance Program (RAP)

1. **Disability.** Applicants for RAP must have a disability of the same type required for Shelter Plus Care Applicants. See the [discussion of disability under Shelter](#)

[Plus Care eligibility](#) in this chapter, above, for the applicable definition.

2. **Housing Crisis.** Applicants for RAP must be undergoing an immediate housing crisis. DMH Housing defines “immediate housing crisis” as a situation where the affected household is homeless, at imminent risk of becoming homeless, or is currently housed in a substandard, unstable, unsafe or unsustainable setting; and in both situations has no resources available to obtain alternative adequate housing.
3. **Income Limit.** Applicants for RAP have the same income limits as Shelter Plus Care Applicants, i.e., 50% of Area Median Income (AMI). [See the discussion of Area Median Income in this chapter, above.](#)
4. **DMH Support Services.** A person in the RAP Applicant’s household must be currently receiving mental health support services either directly from a DMH office or facility, or from a mental health services provider contracted with DMH. This means that the person receiving services may be either an adult or a minor, while the actual Applicant may be the disabled minor’s parent or guardian who may or may not be receiving services themselves.
5. **Planned Transition to Permanent Housing Option.** Applicants for RAP must show by written documentation that they have applied for and have been placed on a wait list for Section 8 housing assistance or some other form of permanent housing assistance. DMH Housing requires RAP Participants to transition to permanent housing within two years of entering RAP. Applicants who are disqualified from applying for Section 8 must have a letter from the appropriate agency stating their non-eligibility.

Rental Assistance Program Application Policies and Procedures

1. Because of the limited availability of RAP funds, please contact the DMH Housing Unit at **573-751-9206** to check on the availability of funds before submitting an application. Applications for RAP can be obtained by e-mail by calling the above number. If you already have a RAP application, check with DMH Housing to make sure you have the most current version.
2. Completion of an application requires the efforts and cooperation of both the Case Manager and the Applicant. Submit completed applications to the DMH Central Office by fax at **573-526-7797**.
3. A RAP Application must be complete in order to determine eligibility; incomplete applications are retained for 30 days, after which the application is

void and the Applicant must reapply.

4. The RAP Application consists of:

- Informational cover sheet
- Application Checklist
- Application for Rental Assistance Program (Sections 1-11)
- Verification of Disability (Attachment A)
- Service Plan (Attachment B)
- Authorization for Disclosure of Consumer Medical/Health Information (Attachment C)

5. RAP assistance can consist of the following:

- Transitional rental assistance—available until the Applicant can transition to a form of permanent self-paid or assisted housing;
- One-time rental assistance—one month's rent payment;
- One-time move-in costs—one month's rent and/or a security deposit up to the value of one month's rent;
- One-time move-in/household start-up costs; or
- Assistance with paying previously owed rent.

6. Tips for Filling Out a DMH RAP Application:

- **Completeness:** everything in the application is there for a reason—**please fill out everything**. If an item does not apply to your client, indicate "N/A".
- **Housing Crisis:** a detailed description of the Applicant's need for assistance must be included with the application in the form of a letter from the Case Manager. The letter should describe the nature of the housing crisis the Applicant is experiencing, the reasons for the crisis, and the nature of the need (on-going assistance or one-time assistance, and what type). If the Applicant's need relates to living in substandard housing, the letter should provide as much detail as possible regarding the condition of the Applicant's current housing; it should answer such questions as: Are utilities turned on, and if so which ones? Is the unit's weatherproofing compromised? Are vermin present in the unit? Is basic sanitation and hygiene available? Are there any other dangerous conditions present?
- **Service Plan:** provide as much detail as possible in the Service Plan,

including frequency or schedule of visits to physicians, therapy, and case management; plans for future employment training or benefits applications; long-term employment, career and housing goals—in short, anything relevant to the categories listed on the form.

- **Medical Information Release Form:** when filling out Attachment C, the medical information consent form, do **not** let the Applicant sign the “Revocation” section on page two of the form; if this is signed, it indicates the Applicant is declining to consent to share their personal information, and this prevents DMH Housing from processing the application or making a referral.
- **Signatures:** be sure that every item that requires a signature has one, and that the Applicant has not signed by mistake in a place where either you or a third party is required to sign.

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7. RAP does not use a wait list system; typically, if an Applicant is deemed eligible and if funds are available, the Applicant will be approved for the assistance within a few days. All RAP Applications are retained for 30 days, after which they are voided.
8. A DMH Housing staff member will refer eligible RAP Applicants when RAP funding makes assistance available. Referrals are made to a Processing Center.
9. The Processing Center will contact the Applicant’s Case Manager by telephone within 72 hours of receipt of a RAP referral from DMH Housing. If DMH Housing approved a request for transitional rental assistance, the Applicant and case Manager must attend an intake meeting of the same type as used in Shelter Plus Care. If an Applicant misses the scheduled intake meeting, he or she must reapply if still interested in receiving rental assistance. Most one-time assistance is paid directly to a Landlord or property owner, and in those situations the Applicant and Case Manager not need to come to the Processing Center in person. If assistance with start-up costs was approved, the Case Manager or client will be asked to come to the Processing Center to pick up a voucher for the assistance.
10. For transitional rental assistance, the Applicant is required to provide the following documentation at the intake meeting (some Processing Centers may require this documentation to be submitted before the intake meeting):
 - A driver’s license or other state or federally issued picture identification;
 - Social Security Card or other proof of Social Security number;

- Household income documentation not older than 30 days;
- Birth certificates for all minors that will live in the household; and
- Social Security Card or other proof of Social Security number for all minors in the household who have a Social Security number assigned

Based on information provided in the RAP Application, the Applicant may also be asked to bring documentation that relates to calculating the assisted household's adjusted gross income. These items may include:

- Costs for childcare incurred so that a member of the household can work or go to school;
- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for their own rental unit.

11. The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with RAP's program rules. If an Applicant allows the time period for locating a unit to expire, the Applicant must reapply if still interested in receiving rental assistance. On a case-by-case basis, DMH Housing may grant an extension of time for the Applicant to find a rental unit.

Who Verifies SPC and RAP Eligibility?

1. DMH Housing is responsible for verifying eligibility for SPC and RAP before referring an Applicant to a Processing Center. DMH Housing verifies the Applicant's disability, homelessness or chronic homelessness, housing crisis, and supportive services. DMH Housing also looks at the available preliminary income information to ensure that it doesn't exceed Program income limits.
2. Processing Centers are responsible for verifying an Applicant's household composition and household income in detail based on written documentation provided to the Processing Center after a referral has taken place.
3. Processing Centers keep income information on file for each household participating in either Program. In order to prevent fraud, Processing Center staff should be observant of any obvious discrepancies between written information supplied by DMH Housing and that supplied by the Applicant.

This also applies to verbal statements made by the Applicant or Case Manager during the course of the intake meeting that conflict with the information submitted to the Processing Center by DMH Housing in a referral. 🖨

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CHAPTER THREE—Calculating Participant Income and Rent

- *FORM—DMH Income and Rent Calculation Worksheet*
- *Income Eligibility*
- *Included Income*
- *Excluded Income*
- *Gathering Income Documentation*
- *Technical Advisements From HUD on Certain Income Issues*
- *Applicants Reporting Zero Income*
- *Calculating Tenant Gross Income*
- *Calculating Tenant Adjusted Annual Income*
- *Calculating Tenant Rent*
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FORM—DMH Income and Rent Calculation Worksheet

DMH Housing recommends that all Processing Centers use the following form to compute Program Participants' household income and rent. Sections H-J of this chapter provide a detailed explanation of how to use the form.

(See form on next page.)



INCOME AND RENT CALCULATION WORKSHEET

FOR DMH RENTAL ASSISTANCE PROGRAMS (SPC & RAP)

Participant Name: _____ SSN: _____ - _____ - _____

Address of Unit: _____

Date Prepared: _____ Prepared By: _____

Type of Change: _____ Effective Date: _____

ASSETS: (examples: land (real property), annuity, savings, average checking account balance for six months, insurance policies, burial plot)

FAMILY MEMBER	DESCRIPTION OF ASSET	CURRENT FACE VALUE OF ASSETS	ACTUAL INCOME FROM ASSETS
HOH:			
1. TOTAL NET FACE VALUE OF ASSETS (Item 1):		(1)	
2. TOTAL ACTUAL INCOME FROM ASSETS (Item 2)*:			(2)
3. IMPUTED INCOME FROM ASSETS (Item 3)*:		(3)**	

*Complete only if Item 1 is greater than \$5000

**Item 1 x .02

ANTICIPATED ANNUAL INCOME:

FAMILY MEMBER	WAGES/SALARIES	SOCIAL SECURITY	OTHER PUBLIC ASSISTANCE	OTHER
HOH:				
4. TOTALS:				(4)
5. ASSET INCOME TO BE CONSIDERED (ENTER THE GREATER OF ITEM 2 OR 3):				(5)
6. TOTAL ANNUAL INCOME:				(6)

EXPENSES AND ALLOWANCE INFORMATION:

Number of dependents under 18 (include full-time students and disabled family members)

DO NOT include head of household, spouse or foster children.

(7) _____

Is the head of household or spouse at least 62 years of age or disabled?

(8) Yes ____ No ____

Total Child Care Expenses:

a. Expenses that enable a family member to work:

(9a) _____

Name of Household Member enabled to work: _____

b. Expenses that enable a family member to further education:

(9b) _____

Name of Household Member enabled to further education: _____

Total Disability Expense:

(10) _____

Names of Household Members enabled to work: _____

Total Medical Expenses Not Reimbursed by Others:

(11) _____

12. Total Annual Income

(enter amount from item 6)

(12) _____

13.	3% of Annual Income	(Item 12 x .03)	(13) _____
14.	Dependent Deduction	(enter \$480 x Item 7)	(14) _____
15.	Allowable Child Care Expenses		(15) _____
	(Item 9a + Item 9b BUT expenses allowed for 9a must not exceed employment income of household member(s) enabled to work.)		
16.	Total Disability Assistance Expense	(enter amount from item 10)	(16) _____
17.	Allowable Disability Assistance Expenses		(17) _____
	(Item 16 minus Item 13 BUT never more than employment income of household member(s) enabled to work.)		
18.	Total Medical Expenses		(18) _____
	(Enter amount from Item 11 ONLY if head of household or spouse is at least 62 or disabled.)		
19.	Allowable Medical Expenses		(19) _____
	(Complete ONLY if head of household or spouse is at least 62 or disabled.)		
	a.	If Item 16 is greater than Item 13, allow all medical shown in Item 18.	
	b.	Otherwise, enter Item 16 + Item 18 minus Item 13 (if result is negative, enter zero).	
20.	Elderly/Disabled Household Deduction		(20) _____
	(Enter \$400 ONLY if head of household or spouse is at least 62 or disabled.)		
21.	Total Allowances	(add Items 14, 15, 17, 19 & 20)	(21) _____
22.	Annual Adjusted Income	(Item 12 minus 21)	(22) _____
23.	Monthly Income	(Item 12 divided by 12 months)	(23) _____
24.	Monthly Adjusted Income	(Item 22 divided by 12 months)	(24) _____
25.	30% of monthly adjusted income	(Item 24 x .30)	(25) _____
26.	10% of monthly income	(Item 23 x .10)	(26) _____
27.	Total Tenant Payment	(enter larger of Item 25 or 26)	(27) _____
28.	Contract Rent		(28) _____
29.	Applicable Utility Allowance	(enter amount from PHA schedule)	(29) _____
30.	Gross Rent	(Item 28 + Item 29)	(30) _____
31.	Total Tenant Payment	(same as Item 27)	(31) _____
32.	Tenant Rent		(32) _____
	(Item 31 minus Item 29. If result is negative, enter zero.)		
33.	Utility Reimbursement		(33) _____
	(If Item 32 is zero, enter Item 29 minus Item 31.)		
34.	Housing Assistance Payment	(Item 28 minus Item 32)	(34) _____

Unit is at or below FMR: Yes _____ No _____

BEDROOM SIZE: _____

Unit is 1% to 10% over FMR: Yes _____ No _____

Income Eligibility

1. Applicant income eligibility for both SPC and RAP is based on having a gross annual household income of **50% or less of the area median income (AMI)** as established by HUD for the applicable region. HUD updates its AMI data annually and new income limits typically become effective in February or March. Are median income information can be found at:

<http://www.huduser.org/portal/datasets/il.html>

2. Applicants are required by law (24 CFR Sec. 582.310) to provide all income documentation as a condition of participation in the Shelter Plus Care program, and are required to do so by DMH Housing policy to receive RAP assistance.

Included Income

For both Programs, income that is **included** in the calculation of household income consists of:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for delayed start of a periodic payment (but see “Excluded Income,” below, for excluded lump sum payments);
3. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
4. Welfare or other assistance payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (e.g., Aid to Families with Dependent Children (AFDC) , Supplemental Security Income (551), and general assistance available through state welfare programs);
5. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

6. Net income from the operation of a business or profession;
7. Interest, dividends, and other net income of any kind from real or personal property; and
8. All regular pay, special pay and allowances of a member of the Armed Forces, except special hostile fire pay.

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Excluded Income

For both Programs, income that is **excluded** from calculating the household's income consists of:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide as defined in 24 CFR Section 813.102;
6. The full amount of student assistance paid directly to the student or to the educational institution;
7. Amounts received under training programs funded by HUD;
8. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS);
9. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

10. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
11. Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
12. Temporary, nonrecurring or sporadic income (including gifts);
13. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
14. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
15. Adoption assistance payments in excess of \$460 per adopted child;
16. Deferred periodic payments of SSI income and social security benefits;
17. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
18. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
19. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 , 5058) ;
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626);
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L. 94-540, 90 Stat. 2503-2504);
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117);
- i. Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056(f) 1 ;
- k. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and
- l. Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat. 1785) ;

- m. Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment;
- n. Payments received as AmeriCorps Living Allowances (29 U.S.C. Sec.1552) ;
- o. Payments received under WIC-Supplemental Food Program for Women, Infants, and Children;
- p. Payments received under the National School Lunch Program (42 U.S.C. 175-176);
- q. Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778);
- r. Payments received under the Child Care Block Grant Act of 1990.

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Gathering Income Documentation

1. It is primarily the Applicant's responsibility to provide adequate income documentation prior to first-time lease-up and at recertification, with the assistance of the Case Manager as needed.
2. Income from benefits or assistance can be documented by a form or letter issued by the agency providing the benefits, such as the Social Security Administration. Documentation of employment income must include both pay check stubs provided by the Applicant and information obtained by the Processing Center from the Applicant's employer about current and potential overtime, scheduled future pay increases, and paid vacation and holidays. See the **Sample Form, "Verification of Employment,"** on the next page.

FORM—Verification of Employment (Sample)

<p>[Name and address of employer]</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>This information will be used only to determine anticipated amount of earned income for a 12-month period.</p> <p>Your prompt return of the requested information is appreciated.</p> <p>[Name and address of requesting agency]</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Employed since: _____</p> <p>Occupation: _____</p> <p>Salary: \$ _____</p> <p>Effective date of last increase: _____</p> <p>Base pay rate: \$ _____ per _____ (hr. or week)</p> <p>Average hours/week at base pay rate: _____</p> <p>No. weeks worked per year: _____</p> <p>Overtime pay rate: \$ _____/hour</p> <p>Expected average number of hours overtime worked per week during next 12 months: _____</p> <p>Any other compensation not included above (specify for commissions, bonuses, tips, etc.):</p> <p>For: _____ \$ _____ per _____</p> <p>Is pay received for vacation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, number of vacation days per year: _____</p> <p>Total base pay earnings for past 12 mos.: \$ _____</p> <p>Total overtime earnings for past 12 mos.: \$ _____</p> <p>Probability and expected date of any pay increase:</p> <p>_____</p> <p>Does the employee have access to a retirement account? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, what amount can they get access to: \$ _____</p>
<p>RELEASE: I hereby authorize the release of the requested information.</p> <p>_____</p> <p>[Signature of Applicant]</p> <p>Date: _____</p> <p>(Or attach a copy of the agency's release form that authorizes the release of the information requested.)</p>	<p>Signature of _____ or Authorized Representative</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>
<p>WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>	

3. Income documentation must be no older than 30 days in order to calculate household income.
4. If the Processing Center is unable to adequately document household income through either the Applicant or by contacting third parties, processing of a first-time voucher or recertification must be suspended and the Processing Center should contact DMH Housing. In such a situation, the Processing Center must document in writing its good-faith efforts to obtain the necessary information.
5. If the Processing Center determines that an Applicant is ineligible because of income, it must notify DMH Housing.

Technical Advisements From HUD on Certain Income Issues

In its Technical Bulletin 09-02, dated September 30, 2009, the Kansas/Missouri HUD Regional Office issued technical assistance on various household income calculation issues. The text of that Technical Bulletin is reproduced below:

- ***Payroll Deductions/Garnishments*** – Many grantees have asked whether or not they are to count as part of income, monies deducted from a participant's paycheck, such as a garnishment for child support or other type of garnishment. The answer to this is YES. Employment income is determined by the amount of money earned by a person (Gross Income) and not from the amount of income a person receives after payroll deductions *of any type* (Net Income).
- ***Child Support*** – Grantees have often asked if a person was paying child support, could they reduce the person's income by that amount. The answer to this is NO. Again, income is the amount of *money* that a person *earns*. A child support payment would be no different than any other expense or debt that a person pays.
- ***Rounding Up on Calculations*** – This should not occur when calculating rent or income. In the case of determining a client's rent, it is recommended that the grantee round **down** to the nearest whole dollar.
- ***Source Documentation for Employment Income Verification*** – It appears that most grantees are using a person's paystubs as sole documentation of employment income. While paystubs are a good source, they should not be the only source used. Paystubs are merely a "snapshot" of a particular pay period worked by the employee and do not accurately reflect his/her annual pay. Essential information such as overtime worked and its likelihood of continuance, pay raises received and expected, number of hours an employee is expected to work (a paystub will only show the actual hours worked) and at what pay rate and frequency should be

collected. Not accounting for all of one's income could lead to providing program benefits to over-income persons, which could also lead to not serving potentially eligible persons in need. Additionally, it could also lead to charging incorrect rents to participants.

- **Miscalculating Social Security Income** – The full amount received from Social Security must be used to determine income. The full amount is the total benefit that a recipient receives or is awarded, inclusive of the Medicare insurance premium (if the client receives this benefit). HUD has found many grantees are only counting the net amount, or the monthly amount which is deposited into the recipient's bank account.

EXAMPLE 1 – PERIODIC SOCIAL SECURITY PAYMENTS

Lucy Lou's Social Security Award Letter informs her that she will be receiving \$741 as a monthly benefit. The letter also states that the monthly premium for her medical insurance (Medicare) of \$96 will be deducted. Therefore, Lucy should expect to receive a Net monthly deposit into her bank account in the amount of \$645.

How much is counted for projecting Lucy's 12-month income? The total of \$741 must be counted for the 12-month projected income.

A secondary issue concerning the miscalculation of Social Security income involves adjustments for prior overpayment of benefits. Please see the example below:

EXAMPLE 2 – ADJUSTMENT FOR PRIOR OVERPAYMENT OF BENEFITS

Johnny Jump's Social Security payment of \$250 per month is being reduced by \$25 per month for a period of six months to make up for a prior overpayment.

In projecting Johnny's 12-month income, count his Social Security income as \$225 per month for the next six months and \$250 per month for the remaining six months.

Johnny's income should be calculated as:

\$1,350	(\$225 x 6 months)
<u>\$1,500</u>	(\$250 x 6 months)
\$2,850	

Johnny's 12-month projected income would be **\$2,850**.

You are reminded that when Social Security or SSI Benefit income is paid in a lump sum as a result of deferred periodic payments, that amount is excluded from annual income. Additionally, if an agency is reducing a family's or individual's benefits to adjust for a prior overpayment (e.g., Social Security, SSI/SSD, TANF, or

unemployment benefits), grantees are to count the amount that is actually provided after the adjustment.

For guidance on determining income and calculating resident rent, see:

- Tenant Rent Calculations for Certain HUD McKinney Act Programs: [CPD-96-03](#)
- Annual Income Regulations: [24 CFR Subtitle A, Section 5.609](#)
- Mandatory Income Deductions: [24 CFR Subtitle A, Section 5.611](#)
- Earned Income Disallowance: [24 CFR Subtitle A, Section 5.617](#)

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Applicants Reporting Zero Income

Applicants may assert in an application for Shelter Plus Care that they have no income to report. Applicants and Case Managers both must sign a statement in the application asserting that the zero income claim is true. During the intake process, Processing Centers must update this information by once more asking the Applicant and the Case Manager about the Applicant's income situation. Processing Center staff should be aware of any obvious signs of fraud in regard to a claim of zero income. If the Applicant's appearance or actions raise doubts about the matter, Processing Center staff should suspend the processing of the voucher and contact DMH Housing.

Zero income Program Participants are monitored by DMH Housing. With few exceptions, no Shelter Plus Care Participant should remain at zero income for longer than two years. RAP Participants are not monitored because of the transitional nature of the program; however, DMH Housing expects that Case Managers involved in either program will diligently pursue income development with Participants.

Calculating Tenant Gross Income

Gross household income consists of two elements: **asset income** and **anticipated annual income**.

1. **Asset Income.** To be considered as part of household income, the total net value of all of a household's assets must be \$5000 or more. If, for example, a household's only asset is a savings account with \$500 in it, that account is not considered an asset and no asset income will be included in the calculation of gross income. If a household had an insurance policy with a face value of \$4800 and a savings account containing \$300, then those assets must be counted as asset income.

Asset income is determined by comparing the values of income actually generated by household assets to “imputed” income to be derived from all household assets, whether or not they actually produce income. The larger of the two figures is included in the calculation of annual gross income.

Actual income from assets may derive from interest-bearing accounts such as annuities, savings accounts or certificates of deposit. Imputed income from assets is equal to 2% (the “passbook rate” established by HUD) of the total face value of all household assets. These include the face value of any income-producing assets and the value of items such as currently owned real property, real property sold within the last two years at less than fair market rate, burial plots, and the average balance of a checking account over the past six months.

See the example below of asset calculation from the DMH “Income and Rent Calculation Worksheet”:

FAMILY MEMBER	DESCRIPTION OF ASSET	CURRENT FACE VALUE OF ASSETS	ACTUAL ANNUAL INCOME FROM ASSETS
HOH: Henry Tudor	Undeveloped lake lot, not being used	\$6,000	0
Catherine Tudor (spouse)	Met Life annuity inherited from father	\$50,000	\$1,200
	Burial plot	\$500	0
6. TOTAL NET FACE VALUE OF ASSETS (Item 1):		(1) \$56,500	
7. TOTAL ACTUAL INCOME FROM ASSETS (Item 2)*:			(2) \$1,200
8. IMPUTED INCOME FROM ASSETS (Item 3)*:		(3)**\$1,130	

Income from the annuity, or any interest-bearing account, is counted as income even if the household elects to re-invest it in the annuity instead of receiving cash income from it. Because this household’s actual income of \$1200 is greater than its imputed income of \$1130, this household has \$1200 of asset income counted as part of its annual gross income. If this household had as its only asset the burial plot, no asset calculation would have been needed because the total value would have been under \$5000. The Asset section of the form should always be filled in unless there are no assets whatsoever.

2. **Checking Account Balance as an Asset.** Employment and benefit income is not considered an asset; however, HUD considers an average unspent balance in a checking account to be an asset. To calculate this amount, use the average monthly balance over a six-month period as the cash value of the checking account.

3. **Real Property Sold During the Past Two Years for Less Than Fair Market Rate.**

HUD states that Applicants or participants who dispose of assets for less than fair market value have, in essence, voluntarily reduced their ability to afford housing. Therefore, HUD requires that any asset disposed of for less than fair market value during the **two years preceding** the income calculation be counted as if the household still owned the asset.

Each applicant must certify whether an asset has been disposed of for less than fair market value during the two years preceding the income determination. Assets disposed of for less than fair market value as a result of foreclosure or bankruptcy are not included in this calculation. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant receives (or received) important consideration not measurable in dollar terms.

The amount to be included as an asset for purposes of calculating imputed income is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.

4. **Example of Real Property Sold Below Fair Market Value.** Henry Tudor sells property to his wife's cousin for \$30,000 on July 1, 2010. The property was valued at \$50,000 and had no loans against it.

\$50,000	Fair market value
-\$30,000	Actual sale price
<u>-\$3,000</u>	<u>Transaction cost</u>
\$17,000	Amount under fair market value

The \$17,000 would be counted as an asset for any income determination conducted until July 1, 2012. This amount would be combined with the cash value of other assets, if any, and an imputed income calculation would be required.

It is important for Processing Centers to track the two-year period of applicability of this type of asset. After two years have elapsed since the sale of such an asset, the Program Participant's gross income must be recalculated to remove the former asset.

5. **Anticipated Annual Income.** Anticipated annual income is simply the sum of all current sources of includable income expressed as annual income. For instance, an Applicant whose current sole income is employment paying \$8 per hour and

the Applicant works 35 hours per week, the annual income is the result of \$8 x 35 hours/week x 52 weeks = \$14,560 annual income. Processing Centers should always assume that current income will be valid for 12 months until a change is reported by the Applicant or Case Manager.

See the example below from the DMH Income and Rent Calculation form for anticipated annual income calculation:

FAMILY MEMBER	WAGES/SALARIES	SOCIAL SECURITY	OTHER PUBLIC ASSISTANCE	OTHER
HOH: Henry Tudor	0	\$8,328 (SSDI)	0	0
Catherine Tudor (spouse)	\$12,000	0	0	0
Elizabeth Tudor (child)	0	0	0	0
9. TOTALS:	12,000	8,328	0	(4) \$20,328
10. ASSET INCOME TO BE CONSIDERED (ENTER THE GREATER OF ITEM 2 OR 3):				(5) \$1,200
12. TOTAL ANNUAL INCOME:				(6) \$21,528

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6. **Documenting Annual Income—Employment Income.** Processing Centers must at a minimum obtain employment pay stubs for the past 30 days from the Applicant and obtain verification of employment from the Applicant's employer. In addition to verifying the fact of employment, the verification process must also used document supplemental income such as bonuses, commissions, overtime pay and planned pay raises.

Seasonal, overtime and other types of employment income that do not last a full 12 months should be calculated as if they are available for 12 months continuously. Applicants must notify the Processing Center when overtime or seasonal pay ceases so that gross income can be recalculated appropriately.

If the employer documents that a raise in pay is scheduled for a definite future date, the Processing Center can include this information in income calculations. Example:

Henry Tudor earns \$7.25 per hour when he first leases up as a Shelter Plus Care Participant on March 1, 2010. His employer shows that he will receive a pay increase to \$8.00 per hour on June 1, 2010. He gets paid for holidays.

$$\begin{array}{rcl} \$7.25/\text{hour} \times 8 \text{ hours} \times 66 \text{ paid days} & = & \$3,828 \\ \$8.00/\text{hour} \times 8 \text{ hours} \times 195 \text{ paid days} & = & \underline{\$12,480} \\ & & \$16,308 \text{ gross annual income} \end{array}$$

7. **Benefits Income.** If the Applicant receives any form of public assistance such as Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF) or Unemployment Insurance, the Applicant must provide to the Processing Center an Award Letter or other document documenting the amount of weekly or monthly assistance and the duration of the award.

Calculating Tenant Adjusted Annual Income

24 CFR Section 5.611 provides for several adjustments and deductions in calculating adjusted annual income; these adjustments are mandatory in any case where they apply:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - a. Unreimbursed medical expenses of any elderly family or disabled family; and
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

See the example below from the DMH “Income and Rent Calculation Worksheet” for calculating adjusted annual income:

When calculating tenant rent, always round decimals **down** to the nearest whole number when they affect how much a household will pay for rent.

Continuing with the example of the Tudor household, see the example below from the DMH “Income and Rent Calculation Worksheet” for calculating tenant rent:

22. Annual Adjusted Income	(Item 12 minus 21)	(22) <u>\$18,848</u>
23. Monthly Income	(Item 12 divided by 12 months)	(23) <u>\$1,794</u>
24. Monthly Adjusted Income	(Item 22 divided by 12 months)	(24) <u>\$1,570</u>
25. 30% of monthly adjusted income	(Item 24 x .30)	(25) <u>\$471</u>
26. 10% of monthly income	(Item 23 x .10)	(26) <u>\$179</u>
27. Total Tenant Payment	(enter larger of Item 25 or 26)	(27) <u>\$471</u>
28. Contract Rent		(28) <u>\$650</u>
29. Applicable Utility Allowance	(enter amount from PHA schedule)	(29) <u>\$97</u>
30. Gross Rent	(Item 28 + Item 29)	(30) <u>\$747</u>
31. Total Tenant Payment	(same as Item 27)	(31) <u>\$471</u>
32. Tenant Rent		(32) <u>\$374</u>
(Item 31 minus Item 29. If result is negative, enter zero.)		
33. Utility Reimbursement		(33) <u>\$0</u>
(If Item 32 is zero, enter Item 29 minus Item 31.)		
34. Housing Assistance Payment	(Item 28 minus Item 32)	(34) <u>\$276</u>



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CHAPTER FOUR—Processing and Administering SPC and RAP Vouchers

- *Meeting With Processing Centers for Initial Client Intake (SPC and RAP)*
- *Verification of Household Information*
- *Occupancy Standards for SPC and RAP*
- *Full-Time Caregivers in SPC- and RAP-Assisted Households*
- *Homeless Management Information Systems (HMIS)*
- *Fair Market Rent*
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- *Rent Reasonableness*
- *Housing Quality Standards*
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Meeting With Processing Centers for Initial Client Intake (SPC and RAP)

Before proceeding with the intake meeting, Processing Center staff verify the contents of the DMH referral with the Case Manager and Applicant, including the Applicant's homeless status (for SPC) or housing crisis (for RAP), their ongoing case management, their proposed household composition, their sources of income, if any, and the type of assistance being requested in a referral for RAP assistance. If no issues are found that disqualify the Applicant from proceeding or that require a delay, the Processing Center will begin the intake meeting with the Applicant. Processing Centers may hold initial intake meetings individually or in small groups.

1. During the intake meeting, Processing Center staff discuss with the Applicant all of the following items and provide written information where applicable:
 - The obligations of all persons who will reside in the assisted household (see the sample form, "Household Obligations," in [Ch. 8](#)).
 - The rights and responsibilities of Landlords.
 - The policy for maintaining the privacy of Participant's personal information.
 - How to find a suitable unit and how long the Participant has to find a unit.
 - The general locations of the areas in which the Processing Center is able to

execute housing contracts with Landlords.

- How to get the Landlord documents (see [Ch. 8](#), “Landlord Documents”) completed and returned to the Processing Center.
- Required information about potential lead-based paint hazards in rental housing. Processing Centers must provide to Participants an informational pamphlet from the U.S. Environmental Protection Agency on lead-based paint hazards in homes and at work, found at:

http://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf

- Information about the size of rental unit (number of bedrooms), who can reside in the unit, and the amount of rent the Participant should look for when seeking housing.
- Information about how the Participant’s share of the rent is computed and how much rent will be paid to the Landlord by the Processing Center.
- Federal, State and, where applicable, local fair housing laws. The rights and remedies regarding housing discrimination will be explained.
- Information about accessing the Missouri State Highway Patrol’s Sex Offender Registry web site at:

<http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/SOR/SORPage.html>

**At a Glance:
Processing a Rental Subsidy**

1. Review [application](#) referred from DMH Housing
2. Collect Applicant and household documentation
3. Review program guidelines and [Household Obligations](#)
4. Sign additional Processing Center forms
5. Review method of [rent calculation](#)
6. Processing Center prepares rent subsidy document
7. Review [Landlord Packet](#) and steps for lease up:
 - Review [lease](#)
 - [Rent Reasonableness](#) Survey (SPC only)
 - [HAP Contract](#)
 - [HQS](#)
8. Review methods for finding a unit
9. Lease signing
10. Participant moves in

2. Once the Applicant completes the intake meeting and has all necessary paperwork, time begins to run on the 30-day period to locate a rental unit. Case Managers are required to assist Applicants in the housing search.
3. Applicants who are unable to locate a rental unit within the initial 30-day period because circumstances such as illness or hospitalization rendered them incapable of conducting a housing search may request a 30-day extension of time from the Processing Center. Processing Centers must obtain written

approval for the time extension from a member of DMH Housing. A second 30-day extension, for a total of 90 days, may be granted if circumstances warrant it. Written permission for a second extension of time must be obtained from DMH Housing.

4. If 90 days expire without locating a unit and no extenuating circumstances exist, the Applicant must reapply to DMH Housing through a DMH-contracted Provider.

Verification of Household Information

1. Valid forms of identification must be provided to the Processing Center by all household members. Adults must have a valid state-issued driver's license or non-driver identification or a state or federally issued military identification. Picture identification for minors should also be provided if available. Birth certificates must be submitted for all minors. Copies of all identification documents are maintained in the Applicant's Program file.
2. Applicants and family members must submit documentation of their complete and accurate Social Security numbers—either a Social Security card or a letter from the federal Social Security Administration indicating the Applicant's number.
3. Applicants who are divorced or separated and claiming to have custody of minor dependent children to be included in the household must provide a copy of their divorce decree or most recent court-approved child custody documents. For children returning to the custody of an Applicant after being in foster care, the Processing Center requires a letter from the Missouri Department of Social Services Children's Division with the child or children's names and the date they will be returning to the Applicant's custody.
4. Non-citizen Applicants must provide documentation of their status as lawful permanent U.S. residents in the form of a federally issued Permanent Resident Card.

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Occupancy Standards for SPC and RAP

Determination of the rental unit size is made in accordance with the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	<i>Minimum</i>	<i>Maximum</i>
1	1	2
2	2	4
3	3	6
4	5	8

In addition, household composition is taken into account and unit size is also based on the following:

Unit Size	Family Composition
1	1 adult or 2 adults (couple)
2	2 adults of the same or opposite sex living together in a non-conjugal relationship
2	1 adult and 1 child
2	2 adults (couple) and 1 child of any age
2	1 adult and 2 same-sex children
2	1 adult or a couple and 2 opposite sex children, both under 6 years of age
3	1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age
3	1 adult and 3 same sex children <u>or</u> opposite sex children all under 6 years of age
3	2 adults (couple) and 3 children
3	1 adult or a couple and 4 children (either all of the same sex <u>or</u> any combination where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6 years)
4	1 adult or a couple and 4 children, 3 of the same sex and 1 of the opposite sex, when all children are at least 6 years of age
4	1 adult or a couple and any 5 to 7 children, providing children do not have to share a bedroom with the parent(s) <u>or</u> with a child of the opposite sex when either is over the age of 6 years

The Housing Director considers requests for exceptions because of health needs or other circumstances on a case-by-case basis. Such requests must be accompanied by appropriate documentation such as a doctor's statement. Except in exceptional circumstances, Participants should never be allowed to move into a unit with more bedrooms than the minimum number, even if the contract rent is in line with a smaller unit size.

Full-Time Caregivers in SPC- and RAP-Assisted Households

Some Program Applicants require a full-time live-in caregiver to cope with a disability, and often such caregivers are family members. DMH allows this in its SPC and RAP programs with the following restrictions:

1. A relative caregiver must provide a major portion of the care and oversight for a Program Applicant.
2. A Medical doctor must prepare and sign a statement that says the Applicant needs a caregiver in order to live in their own place. This letter should address

the level of care that the Applicant needs and the type of services the caregiver will be providing.

3. If the relative caregiver is employed outside of the home and only provides minimal support to the Applicant, then DMH Housing does not consider this person to be a caregiver and would count that person's outside income in the total household income.
4. If the relative caregiver receives income from any source that is specifically designated for the care of the Applicant, DMH does not count this income in the total household income.
5. If the relative caregiver receives no income then there is no impact on the household income. Usually, if the relative caregiver has SSI benefits and has lived in the household all along with the Applicant, DMH Housing counts their income and does not consider them as an official care provider. However, if the person leaves their own household to care for the Applicant then DMH Housing usually does not count their income because they left their own housing situation to care for a family member.

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Homeless Management Information Systems (HMIS)

Part of the intake process in Shelter Plus Care consists of entering the Participant's personal information in the HMIS database used by the local Continuum of Care. For Shelter Plus Care grants serving the urban/metropolitan areas of the state (St. Louis, Kansas City, Springfield, Joplin and St. Joseph), this data entry is done by Processing Centers and is part of the contractual obligations between DMH and those agencies. For grants serving the rural counties of the state, the data entry is done by DMH Housing staff. Processing Centers who do HMIS data entry may enter the data while the Participant is physically present for the orientation meeting, or may perform this task afterward. Processing Centers must update every active Participant's HMIS file at least once per year in connection with the recertification process, and be able to produce the data required for the Annual Progress Report required by HUD for all Shelter Plus Care programs.

Each Processing Center contracted to do HMIS data entry must have at least one staff member who is approved by the agency to have a user's license for the local HMIS. In some Continua this means the employee must have undergone training beforehand and pass a test to ensure a minimum level of knowledge of how to enter data in the HMIS. The employee and the agency will have also signed agreements to obey the Federal

regulations and Continuum rules regarding the preservation of Participant confidentiality.

As of 2012, Missouri Continua of Care are using six separate HMIS databases. Some HMIS providers maintain more than one database, but each is distinct in some way because the data collection protocols vary slightly. These systems are:

Continuum Served	System Provider	System Name
St. Louis City; St. Louis County; St. Charles-Lincoln-Warren Counties (all three share the same database)	Municipal Information Systems, Inc. (MISI)	Regional Online Service Information Exchange (ROSIE)
Springfield/Greene-Webster-Christian Counties	MISI	ROSIE
Balance of State	MISI	ROSIE
Kansas City/Jackson County	Mid-America Assistance Coalition (MAAC)	MAACLink
St. Joseph/Andrew-Buchanan-DeKalb Counties	MAAC	MAACLink
Joplin/Jasper-Newton Counties	Bowman Systems	Service Point

Fair Market Rent

Both SPC and RAP use the HUD concept of “Fair Market Rent” to establish a limit on the amount of rent that can be charged for any given unit assisted by either Program. HUD establishes and updates every October the Fair Market Rents (FMR’s) for each Metropolitan area of the United States, and for each rural county not included in a Metropolitan area. See the FMR’s for Missouri, effective October 1, 2011, below:

MISSOURI FAIR MARKET RENTS 2012 (effective 10/1/2011)

METROPOLITAN FMR AREAS	0 BR	1 BR	2 BR	3 BR	4 BR	Counties of FMR AREA within STATE
Bates County, MO HMFA	412	485	633	889	918	Bates
Calloway County, MO HMFA.....	453	458	579	791	815	Callaway
Cape Girardeau-Jackson, MO-IL MSA ...	400	457	596	771	947	Bollinger, Cape Girardeau
Columbia, MO MSA.....	431	516	641	933	1041	Boone, Howard
Dallas County, MO HMFA	361	469	555	758	782	Dallas
Jefferson City, MO HMFA.....	395	434	564	799	888	Cole, Osage
Joplin, MO MSA	389	467	595	757	779	Jasper, Newton
Kansas City, MO-KS HMFA	547	657	754	1020	1073	Caldwell, Cass, Clay, Clinton, Jackson, Lafayette, Platte, Ray
McDonald County, MO HMFA	442	443	555	790	815	McDonald
Moniteau County, MO HMFA	374	437	577	698	930	Moniteau
Polk County, MO HMFA.....	361	422	555	809	927	Polk
Springfield, MO HMFA	405	478	611	871	995	Christian, Greene, Webster
St. Joseph, MO-KS MSA.....	395	487	606	763	905	Andrew, Buchanan, DeKalb
St. Louis, MO-IL HMFA	588	638	792	1020	1068	Sullivan city part of Crawford, Franklin, Jefferson, Lincoln, St. Charles, St. Louis, Warren, St. Louis city
Washington County, MO HMFA.....	425	495	555	730	815	Washington

NONMETROPOLITAN COUNTIES	0 BR	1 BR	2 BR	3 BR	4 BR	NONMETROPOLITAN COUNTIES	0 BR	1 BR	2 BR	3 BR	4 BR
Adair	368	428	564	741	818	Atchison	445	446	555	691	855
Audrain	467	469	564	712	904	Barry	362	456	555	724	748
Barton	361	455	555	672	738	Benton	361	430	555	770	798
Butler	459	460	555	769	823	Camden	465	472	580	845	869
Carroll	452	453	572	717	801	Carter	460	461	555	771	829
Cedar	361	430	555	770	798	Chariton	438	440	555	696	777
Clark	408	421	555	687	809	Cooper	422	444	577	770	896
Crawford	361	458	555	739	973	Dade	401	422	555	710	767
Daviess	445	446	555	691	855	Dent	416	452	555	732	931
Douglas	410	460	555	734	851	Dunklin	430	468	555	709	792
Gasconade	394	428	555	695	884	Gentry	445	446	555	691	855
Grundy	445	446	555	691	855	Harrison	467	468	582	725	897
Henry	385	447	590	708	729	Hickory	361	430	555	770	798
Holt	445	446	555	691	855	Howell	382	438	555	688	974
Iron	376	422	555	709	821	Johnson	481	513	622	832	935
Knox	408	421	555	687	809	Laclede	455	456	555	726	952
Lawrence	460	461	555	755	871	Lewis	414	427	563	696	821
Linn	408	421	555	687	809	Livingston	449	450	571	763	999
Macon	448	450	555	664	714	Madison	400	450	591	755	874
Maries	416	452	555	732	931	Marion	361	421	555	722	743
Mercer	452	453	563	701	868	Miller	478	479	572	764	796
Mississippi	389	423	555	733	845	Monroe	376	439	579	744	765
Montgomery	367	428	565	726	747	Morgan	461	462	555	754	877
New Madrid	395	454	555	740	762	Nodaway	445	446	555	664	775
Oregon	410	460	555	734	851	Ozark	410	460	555	734	851
Pemiscot	362	424	555	698	718	Perry	430	468	614	736	1080
Pettis	476	477	618	771	923	Phelps	474	510	640	885	1090
Pike	386	452	595	779	851	Pulaski	490	529	588	854	935
Putnam	464	478	631	781	920	Ralls	360	421	555	713	734
Randolph	388	456	597	757	778	Reynolds	460	461	555	771	829
Ripley	460	461	555	771	829	St. Clair	361	430	555	770	798
Ste. Genevieve	386	434	570	728	843	St. Francois	490	493	593	828	862
Saline	360	422	555	720	845	Schuyler	408	421	555	687	809
Scotland	408	421	555	687	809	Scott	456	457	572	713	843
Shannon	410	460	555	734	851	Shelby	408	421	555	687	809
Stoddard	436	453	563	767	830	Stone	458	533	704	923	1016
Sullivan	408	421	555	687	809	Taney	532	533	673	803	1022
Texas	438	462	555	764	880	Vernon	386	458	555	777	801
Wayne	460	461	555	771	829	Worth	445	446	555	691	855
Wright	407	426	555	700	721						

Fair Market Rent represents both the cost of rent and the cost of utilities—gas, electric, water, garbage collection, etc. Thus, if a Participant chooses a rental unit where the utilities are included in the contract rent, SPC and RAP can pay up the maximum FMR amount for that unit, e.g., \$595 for a two bedroom unit in Joplin. For units that do not include utilities as part of the rent, the Processing Center obtains written information from the Landlord describing what utilities are present in the unit, and which ones are paid for by the tenant and which by the Landlord. The Processing Center then calculates a total cost for the utilities. That cost, plus the proposed contract rent, must be equal to or less than the FMR for SPC or RAP to pay the rent on that unit.

All Processing Centers must use the most current information about Fair Market Rent.

HUD's FMR data is updated annually and is available at:

<http://www.huduser.org/datasets/fmr.html>

Rent Increases by Landlords

Landlords may request an increase in rent once per year when a client is undergoing recertification. The increase may be part of the process of signing a new one-year lease with the Participant. If no new lease is requested, Landlords are responsible for requesting rent increases annually during recertification. A DMH Housing Staff person must approve any increase in rent before it goes into effect. In the St. Louis region, contact Judy Johnson for rent increase approvals; in the Kansas City area, contact Amy Copeland (see the [Introduction](#), "DMH Housing Staff Contact Information"). For all other requests, call the DMH Housing Unit at 573-751-9206.

Rent Reasonableness

1. In addition to using Fair Market Rent as a standard to establish rents for Shelter Plus Care (and which DMH also uses for its Rental Assistance Program), HUD also requires that all rents for units assisted by Shelter Plus Care be "reasonable." "Rent Reasonableness" Surveys are required for all newly assisted units in Shelter Plus Care (and under some other circumstances described below); RAP-assisted units do not require Rent Reasonableness Surveys.
2. Determining Rent Reasonableness involves two comparisons. First, the Processing Center must compare the rent for the SPC unit to rents for three similar unassisted units in the marketplace. Second, the Processing Center must compare the rent to rents for three similar units on the same premises (or other units owned by the same Landlord).
3. Processing Centers must conduct Rent Reasonableness Surveys on all SPC-assisted units under the following circumstances:
 - Before a HAP Contract is signed (i.e., for a first-time rental for a new Participant; and for when an existing Participant moves to a new unit); and
 - For any unit whose rent has increased.
4. To conduct a Rent Reasonableness survey, the Processing Center must determine whether the rent asked by the owner is a reasonable rent in comparison to rent for three other comparable unassisted units. In determining comparability, the Processing Center must consider:

- Location, quality, size, unit type, and age of the contract unit, and
 - Amenities, housing services, maintenance, and utilities the owner must provide under the lease.
5. Comparable units examined in a Rent Reasonableness Survey must have contract rents within \$50 of the unit being surveyed to be considered rent reasonable.
 6. If a unit is found to be “rent reasonable,” its contract rent plus utilities may exceed the relevant Fair Market Rent rate by up to 10%. Units that exceed the Fair Market Rent must be approved by DMH Housing.
 7. See the **Sample Form, “Rent Reasonableness Survey and Certification,”** on the next page.

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FORM—Rent Reasonableness Survey and Certification (Sample)

RENT REASONABLENESS SURVEY	Subject Property	Comparison #1	Comparison #2	Comparison #3	
1. Address					Is Contract Rent for subject property in line with owner's similar unassisted units? Yes ____ No ____
2. Square Feet					
3. Bedrooms					
4. Bathrooms					Is Contract Rent for subject property in line with owner's similar assisted units? Yes ____ No ____
5. Location					
6. Unit Type (house, apt., high rise, etc.)					
7. HQS Quality (A+,A,B,C)					In accordance with 24 CFR 882.106, I certify that based on information available to this office, the requested Contract Rent: is reasonable ____ is not reasonable ____ By: _____ [Name] Agency: _____ Date: _____
8. Amenities (list)					
9. Access to shopping and services (good, fair, poor)					
10. Year Built					
11. Contract Rent*(includes owner provided utilities)		*must be within \$50 of subject unit	*must be within \$50 of subject unit	*must be within \$50 of subject unit	
12. Utility Allowance (to cover tenant paid utilities)					
13. Gross Rent (contract rent + utility allowance)					
14. Fair Market Rent					

Housing Quality Standards

1. Any unit approved for rental assistance payments must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form. The form can be found at:

<http://www.hud.gov/offices/adm/hudclips/forms/files/52580.pdf>

2. Prior to execution of the Housing Assistance Payment contract, a Processing Center Inspector inspects the rental unit and documents the results on the Inspection Checklist. If the Inspector finds deficiencies, he will notify the Landlord and will require the Landlord to correct all deficiencies prior to execution of the Housing Assistance Payment contract. Additional inspections may be conducted periodically.
3. On initial inspection, the Inspector has the right to fail a unit if she feels the Landlord will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. The Processing Center will notify the Landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.
4. Each unit shall be inspected annually. If deficiencies are found, the owner and tenant shall be informed in writing. The owner is responsible for completing all necessary repairs within 30 days, as stated on the notice. All units failing a HQS inspection will be re-inspected to determine compliance. If a unit does not meet HQS within the time frame set out on the HQS Notice of Violation, Housing Assistance Payments may be withheld on the first day of the following month. If the required repairs are not completed within the next 30 days, the Housing Assistance Payments contract may terminate immediately. When Housing Assistance Payments are withheld, both the owner and the tenant are notified in writing. This notification will inform both of the possibility of contract termination.
5. Quality control inspections of tenant units may be conducted by the DMH Housing Staff. HUD staff may also do HQS inspections.
6. DMH Housing maintains HQS training materials for inspectors at the DMH Housing Web site at:

<http://dmh.mo.gov/housing/HousingDevelopment.htm#HQS>

Landlord Documents

The Processing Center will rely on the Participant to convey for completion a set of documents to a Landlord who has agreed to rent to the Participant. These documents are often known collectively as a “Landlord Packet” and consist of the following:

- IRS Form W-9, “Request for Taxpayer Identification Number and Certification” — this form is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Request for Tenancy Approval
- Tenant-Based Rental Assistance Payments Contract
- Landlord, Agent or Management Company Contact Information
- Unit Data Sheet
- Other instructions or information for Landlords about DMH rental assistance programs, HQS requirements, Landlord obligations, etc.

See [Chapter 8, “Forms and Online Resources,”](#) for samples of the above forms. Processing Centers may wish to develop their own set of instructions to Landlords on completing these forms correctly, as well as information sheets about other aspects of renting to voucher program participants. Along with a signed Lease, the forms must be completed by the Landlord and returned to the Processing Center before the Participant can move into the assisted unit. The “Unit Data Sheet” is optional, but the information requested on that form is required to perform a Rent Reasonableness Survey.

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Lease Approval and HAP Execution

1. A lease is a legal contract between the Participant and the Landlord. The Housing Assistance Payment contract (HAP) is a legal contract between the Processing Center and the Landlord. [See Chapter 8, “Forms and Online Resources,”](#) for samples of these documents.
2. When the Participant has located a suitable unit and the Landlord has agreed to rent the unit to the Participant, the Landlord completes a Request for Tenancy Approval form ([see Ch. 8](#)) and sends it and a copy of the proposed lease to the Processing.
 - a. No new HAP contract or lease will be effective until the unit passes an HQS

- inspection and the appropriate inspection reports are completed by Processing Center staff.
- b. No new HAP contract or lease will be effective until a Rent Reasonableness survey and certification is conducted for the new unit. No change in contract rent will be effective until a rent reasonableness survey and certification is conducted for the unit.
 3. The Processing Center reviews the information in the Request for Tenancy Approval and the proposed lease. If the Processing Center approves the Request for Tenancy, the determination is sent in writing to the Landlord and the HQS inspection is scheduled and takes place. If the prospective unit passes the HQS inspection, the Participant will be notified by the Processing Center. The process from receipt of Request for Tenancy Approval to notifying the Participant that the unit passed inspection should take no more than ten (10) working days, providing the unit is available for inspection when the Request for Tenancy Approval was received. In cases where the unit is not immediately available for inspection, the Processing Center's determination should be made within ten (10) working days after the Processing Center is notified that the unit is available for inspection.
 4. Once the tenancy is approved, the appropriate lease and HAP contract is executed between the Processing Center and the Landlord. Prior to the execution of the lease, the Processing Center must review the lease to ensure that its provisions do not conflict with this Manual or with any Program rules. Such prohibited conflicts include *but are not limited to*:
 - Allowing a tenant to work for the Landlord in exchange for rent;
 - The Lease being in effect for longer than 12 months;
 - Requiring a security deposit in an amount greater than one month's rent;
 - Holding the Tenant responsible for paying the cost of repairing ordinary 'wear and tear' to the rental property; and
 - The creation of provisions that conflict directly with federal, state and local fair housing laws and landlord-tenant laws.
 5. No Participant shall move into a unit without a signed HAP contract and lease on file.
 6. For units currently under contract, payments by the Processing Center to the Landlord shall be mailed on the first business day of each month. For new units

coming onto a Program, prorated rent, calculated from date of move in, will be paid by the Processing Center in accordance with lease requirements and after the Housing Assistance Payments contract is executed.

Required Annual and Interim Recertifications

1. Recertification is a required annual verification process done by Processing Centers for Participants in both SPC and RAP. Processing Centers recertify ongoing Program eligibility by documenting household income, household composition, continuing rental unit HQS compliance, and ongoing case management or participation in supportive services. Case managers are required to provide an updated Service Plan at recertification. For RAP Participants, the recertification process also includes a check on the status of the Participant's wait for Section 8 or other permanent housing assistance. The amount of rent a Program Participant pays toward their contract rent may be increased or decreased as a result of changes documented by the recertification process.
2. An interim recertification is a verification of changes in household income or composition reported to the Processing Center by a Program Participant. Such changes must be reported to the Processing Center office in writing within 30 days of the change and must include the signature of the Participant. Interim recertifications shall be conducted at any time such changes are reported. Interim recertifications do not require a new HQS inspection.
3. Documentation of household income, household composition, the extent of medical or other allowable household expenses, and ongoing case management or supportive services is obtained in writing by the Processing Center. For sample Recertification Forms, [see Chapter 8](#). Processing Center staff recalculate the Participant's share of the rent and the existence of any financial assets in the same manner used when the Participant first entered the Program.
4. It is the Participant's duty to provide documentation that they have ongoing case management or are participating in supportive services. Processing Centers in different areas may have different methods for accomplishing this, but most either ask the Participant obtain a letter verifying services or they may have the Participant ask the Case Manager to sign off on the Recertification form.
5. All Program rental units shall be inspected by the Processing Center as part of the annual recertification process to ensure that Housing Quality Standards continue to be met. Participants shall be notified in writing of the impending recertification and inspection at least 30 days in advance. See the **Sample Form**,

“Recertification and HQS Inspection Notice Letter,” on the next page.

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FORM—Recertification and HQS Inspection Notice Letter (Sample)

[Agency Letterhead]

[Date]

[Tenant Name]

[Tenant Address]

[Tenant City, State ZIP]

Dear Tenant:

It is time for your annual inspection and recertification. This letter serves as formal notification.

Your inspection will be conducted on:

[date] at [time] at [assisted unit address]

At that time, please have the documentation listed on the attached Recertification Form ready for collection to complete your annual recertification. **Failure to have this information at the time of your inspection may result in a delay in completing your recertification. Refusal to provide the information will result in termination of your housing assistance.**

When you receive this letter, please call ***[agency phone]*** to confirm that you have received this letter. If you cannot reach me in person, please leave a message with a phone number where you can be contacted. If you don't have a phone, leave the name and phone number of your case manager or a friend that can take a message for you.

If you cannot be present at the date and time shown above, please contact me as soon as possible to reschedule. **Please remember that maintaining your housing assistance is your responsibility.** The inspection and recertification process takes time and resources, so please make every effort to be there at the appointed time with the required information. **Failure to reschedule or be present at the time of inspection could result in termination of your rental assistance.** It is our intention to provide you with rental assistance for safe and affordable housing. Please help us to help you. Your cooperation is appreciated.

If you have any questions or need any clarification, please call the number shown above. Our hours of operation are *[agency hours of operation]*. If I am not available, please leave a message and I'll get back to you as soon as possible.

Thank You,

[Name, Title]

cc: Landlord

6. Households reporting the addition of a household member shall provide documentation for the new member in the same manner as when the Participant first entered the Program.

Termination of Rental Assistance

1. DMH Housing may terminate a Participant's rental assistance payments in accordance with federal regulations and DMH Housing policies, as applicable. Termination usually happens because of violations of federal regulations, DMH Housing policies, the lease and/or the Household Obligations. All Participants must be offered due process before rental assistance can be terminated; due process consists of a formal hearing. For detailed information about due process and termination, [see Chapter 6, "Due Process."](#)
2. See the **Sample Form, "Notice of Termination of Rental Assistance,"** on the next page.

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FORM—Notice of Termination of Rental Assistance (Sample)

[Agency Letterhead]

TO: *[Program Participant]*

FROM: *[Processing Center Staff Name]*

[Agency Name]

DATE: *[Date]*

RE: Termination of [Shelter Plus Care or RAP] Rental Assistance

This letter is to advise you that you have not complied with the requirements of the [Shelter Plus Care or Rental Assistance] Program. Program rules state that rental assistance may be terminated because of violations of federal regulations, DMH Housing policies, the lease or Household Obligations. Rental assistance payments for your household will terminate because you or a member of your household violated the following regulation, policy, lease provision or household obligation:

[List violations]

We have notified your landlord of this decision by sending a copy of this notice.

If you wish to appeal this decision, you have the right to a hearing. To request a hearing, fill out and sign the form at the bottom of this letter and return it to this agency within ten working days of the date at the top of this letter. **In order to receive a hearing, your request for a hearing must be received by this office by the close of business on [date].** If your request is not received within the time period indicated above, you will waive your right to a hearing and our decision to terminate your rental assistance will become final.

If your rental assistance is terminated, you will be responsible for paying:

- All rent owed to your landlord
- The cost of repairing any damage to your unit that is not normal wear and tear.

cc: Landlord

If you want to receive a hearing on the termination of your rental assistance, check the box below, sign and date.

☐ I want to receive a hearing on the termination of my rental assistance.

(print name)

(signature)

(date)

3. The Processing Center may not terminate a Program Participant from rental assistance without approval from DMH Housing.
4. Participants may voluntarily terminate their own participation in a Program.
 - a. A Participant who wishes to terminate participation in the Program but continue living in the same rental unit under the same lease and pay full rent needs only inform the Processing Center in writing that he wishes to terminate rental assistance.
 - b. If the Participant wishes to terminate her participation in the Program and vacate the current rental unit, she must do so in accordance with the lease document. She must advise the Processing Center and the Landlord in writing of her intention to do so at least 30 days prior to vacating the unit.
 - c. See the **Sample Form, “Program/Lease Voluntary Termination Form Letter,”** on the next page.

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FORM—Program/Lease Voluntary Termination Form Letter (Sample)

Date: _____

To: Processing Center: _____

Staff Person Name: _____

RE: Voluntary Termination From Rental Assistance

Please be advised that this letter serves as a 30-day notice that I intend voluntarily give up my rental assistance.

[Check one option below.]

☐ I intend to remain in my current unit and pay all of my own rent.

☐ I intend to vacate my current unit within the next 30 days.*

*If you chose the 2nd option, be sure to give your Landlord a copy of this letter.

(signature)

(print name)

Termination of Lease and Moving

SPC and RAP Participants must stay in their first assisted rental unit for 12 months; after that, the Participant may move once per year if desired or needed with the following limitations:

- Move-outs must be timed to coincide with the end of the lease year;
- The Participant must notify his or her Case Manager 60 days in advance of the move-out date;
- Upon notice of the intended move-out, Case Managers are required to evaluate the reasons for the Participant's desire to move in order to ensure that the move will not jeopardize the Participant's housing stability;
- If the case manager does not approve of the move, they must notify DMH Housing immediately;
- Participants must provide written notice to the Processing Center of their intention to move at least 30 days prior to the move-out date, and must include a letter from Case Manager approving the move;
- Participants must provide written notice to the Landlord of their intention to move at least 30 days prior to the move-out date.

If the Participant wants to move before the end of any lease term, permission may be granted only with a written statement from the Landlord to the Processing Center releasing the Participant from the lease. Under certain circumstances involving, for example, the Participant's health, safety, or employment needs, DMH Housing may waive the above limitations.

Eviction

A Landlord may evict a Participant household from the contracted unit only by instituting a court action. The Landlord must notify the Processing Center in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the Participant pursuant to state or local law. The notice to the Processing Center may be given by furnishing the Processing Center with a copy of the notice to the household. ***Eviction does not always equal termination of rental assistance.*** Final termination of rental assistance may only be approved by DMH Housing.

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Family Breakup—Divorce or Death

1. When a Participant's household breaks up, the rental assistance remains with the eligible Participant, i.e., the person receiving services from DMH.
2. If the Participant member of the household dies, any remaining members of the household can continue to receive assistance until the end of the Program year. SPC-assisted households can receive assistance until the end of the contract period of the grant that funds that household's assistance. For example, if a Participant dies on September 1, 2009, and the grant that funds the assistance ends on May 31, 2010, that household can receive SPC assistance until May 31, 2010. RAP-assisted households can continue to receive assistance until the end of the Missouri state government fiscal year on June 30th.

Absence From the Unit

SPC and RAP Participants may be absent from their units for up to 90 days and continue to receive rental assistance. The sole exception to this allowance is incarceration, which causes rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis; very brief stays in jail for minor infractions will not result in termination. Participants are required to notify the Processing Center if they plan to be absent from their unit for longer than 30 days.

Landlord Participation

1. Landlords are required to provide the following in writing prior to execution of the Housing Assistance Payment contract:
 - Proof of ownership;
 - Name, address and telephone number;
 - Name(s) of agents or managers who are authorized to act in their behalf and/or sign documents;
 - Tax ID or Social Security Number; and
 - Corporate status
2. As provided in 24 CFR Section 982.306, the Processing Center may not approve a unit if the Landlord:
 - a. Is known to have violated obligations under a HAP contract;

- b. Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- c. Has engaged in any drug-related criminal activity or any violent criminal activity;
- d. Has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- e. Has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - 1) Threatens the right to peaceful enjoyment of the premises by other residents;
 - 2) Threatens the health or safety of other residents, of employees or contractors of the Processing Center, or of employees of the Landlord or other persons engaged in management of the housing;
 - 3) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
 - 4) Is drug-related criminal activity or violent criminal activity;
 - 5) Has a history or practice of renting units that fail to meet state or local housing codes; or
 - 6) Has not paid state or local real estate taxes, fines or assessments.

For purposes of this section, "Owner" includes a principal or other interested party.

- 3. Landlords are permitted to screen Participant on the basis of their tenancy histories. A Landlord may consider the Participant's background with respect to such factors as payment of rent and utility bills; caring for a unit and premises; respecting the rights of others to the peaceful enjoyment of their housing; drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and compliance with other essential conditions of tenancy.

4. In accordance with the Code of Federal Regulations, the Processing Center may give the Landlord the following information about a Participant: 1) name and address (as shown in the Processing Center's records); and 2) the name and address of the Landlord at the Participant's current and prior address, if applicable.

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Security Deposits and Damages

1. The initial security deposit for the Participant will be paid by the Processing Center. DMH Housing Programs will not pay security deposits in excess of one month's rent.
2. When the tenant moves out of the rental unit, the Landlord, subject to state and/or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the Participant, damages to the unit beyond ordinary 'wear and tear', or for other amounts the tenant owes under the lease.
3. The Landlord must give the Processing Center an itemized list of all items charged against the security deposit, the amount of each item, and copies of receipts for any materials purchased and for any labor hired. After deducting the amount used to reimburse the owner, the owner must refund within 30 days the full amount of the unused security deposit balance to the Participant.
4. DMH Housing can pay an amount up to the cost of one month's rent to a Landlord in reimbursement for repairs to properly documented damages caused by a SPC and RAP Participants.
5. Subsequent security deposits must be paid by the Participant. DMH Housing may authorize payment of additional security deposits under exceptional circumstances; where such circumstances may exist, the Processing Center staff must contact DMH Housing for authorization.

Utility Allowance

1. SPC utility allowances are calculated by the Processing Center as described below. For most households participating in SPC, the utility allowance is given by deducting the allowance from the amount of rent the household owes each month. In some cases, a utility reimbursement will be owed to the participating household. Such reimbursements are paid directly to the utility provider of the

Program Participant's choice.

2. To calculate a utility allowance, the Processing Center obtains utility allowance schedules for their area from the local Public Housing Authority. The appropriate utility allowance schedule will be selected for each client based on the utilities in the unit and the trash removal services in each area. It is **essential** that Processing Centers obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority. A blank copy of HUD's form, "Allowances for Tenant-Furnished Utilities and Other Services," is available at:

<http://www.hud.gov/offices/adm/hudclips/forms/files/52667.pdf>

3. Utility Reimbursements are paid directly to utility providers. Participants must select the utility provider to receive the payment. This information must be provided by the Participant in writing, along with a copy of their most current utility bill. This information is collected from the Participant when the Housing Assistance Payment contract is first executed and each year at Annual Recertification.
4. When documenting the information above, Processing Center staff should also ensure that the utilities account in question is in the name of an adult living in the assisted household.

Adjustments of Tenant Rent

1. Adjustments of Tenant Rent shall be made in accordance with recertification procedures.
2. When a household's income increases or decreases, the Tenant Rent is adjusted and the adjustment is effective the first day of the month following the date the income change was reported by the family. The "date reported by the family" is the date the household supplies adequate documentation of the change as required by the Processing Center. 🏠

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CHAPTER FIVE—Monthly Invoices

- [*Invoice Timeline*](#)
- [*Electronic Submission*](#)
- [*Shelter Plus Care Excel Invoice File*](#)
- [*Rental Assistance Program Excel Invoice File*](#)
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Submitting timely and accurate monthly invoices to DMH Housing is a crucial part of a Processing Center's contractual duties. The invoices are the mechanism by which DMH pays the Processing Centers the funds needed to pay the rents for all Participants in the SPC and RAP Programs, along with the administration fees paid to the Processing Centers for administering these Programs. DMH Housing depends on the invoices to be accurate because the figures submitted are used to manage responsibly the state and federal funds that enable the Programs. Invoice procedures for SPC and RAP are similar, but with a few fundamental differences.

Invoice Timeline

DMH Housing follows a schedule that, when observed, allows a detailed check on the contents of all invoices and results in the requested funds being deposited in Processing Center accounts in time to issue rent checks that will be received by Landlords by the first day of the month. Invoices must be submitted electronically to DMH Housing by the 15th of the month prior to one for which rents are being paid; this date can vary, and each month DMH Housing sends an email to all Processing Center contacts establishing that month's submission deadline. It is essential that Processing Center staff observe this deadline to ensure that rents are paid on time.

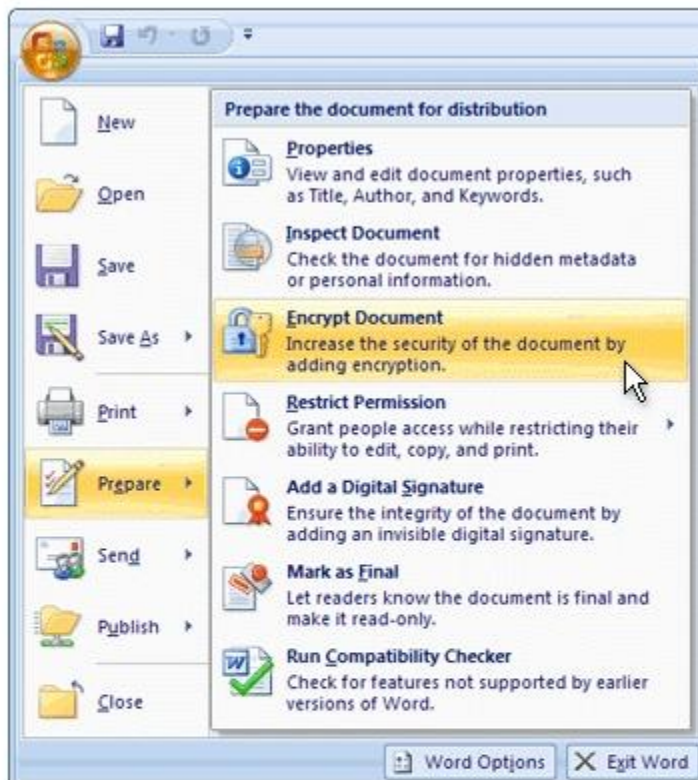
Electronic Submission

Invoices are submitted via electronic mail on a customized Excel spreadsheet. Because the invoice contains the names of disabled persons participating in SPC and RAP, the Excel file must be password-protected by the Processing Center before it is attached to the e-mail, to comply with HIPAA regulations concerning the confidentiality of protected personal information.

DMH uses Excel from Microsoft Office 2007. The procedure for adding a password to open an Excel 2007 file is shown below. Processing Centers using other versions of Excel are expected to password protect their invoice files using the procedures native to those versions of the software.

Password protecting an SPC or RAP invoice in Excel 2007:

1. Click the **Microsoft Office Button**  , point to **Prepare**, and then click **Encrypt Document**.



2. In the **Encrypt Document** dialog box, in the **Password** box, type a password, and then click **OK**.

You can type up to 255 characters. By default, this feature uses AES 128-bit advanced encryption. Encryption is a standard method used to help make your file more secure.

3. In the **Confirm Password** dialog box, in the **Reenter password** box, type the password again, and then click **OK**.
4. To save the password, save the file.

Processing Centers are cautioned that passwords must be recorded or remembered exactly as used, because Excel does not allow for retrieval of a forgotten password. As of January 2012, all Processing Centers have established passwords and should be submitting only password-protected invoice files.

Shelter Plus Care Excel Invoice File

The Excel file for Shelter Plus Care invoices contains three parts in three separate worksheets:

1. SPC Participant Detail Form;
2. DMH SPC Housing Invoice Form; and
3. HUD LOCCS Form (Line of Credit Control System).

FORM—SPC Participant Detail Form (Sample)

	A	B	C	D	E	F	G	H	I	J	K
1			SHELTER PLUS CARE								
2											
3	Name:	SAVE, Inc.				GRANT: MO0058C7P040802 (TRA, SCK0)					
4	December 2010										
5											
6		Service	Client	#	Contract	Tenant	HAP	HAP	Security		
7	Client Name	Provider	Type	BDRM	Rent	Rent	Rent	Utilities	Deposit	Adjustments	Remarks
9	Cameron, Bren	Swope	SMI	1	720.00	200.00	520.00		700.00	(90.00)	(145) - ra adj for 10/10, 55 - ra adj for 11/10
10	Ciudad, Weena	KCRC	PWOD	1	700.00	0.00	700.00	51.00			
11	Smyth, Joseph										Terminated; off program as of 10/31/10
12	Dallas, Korbin	KCRC	PWOD	2	825.00	295.00	530.00				
13	Gorbachev, Mikhail	Rediscover									Client moving; still on program
14	Capri, Perseus	KCRC	PWOD	2	810.00	225.00	585.00				
15	Webster, Dannielle	Swope	SMI	3	950.00	203.00	747.00	73.00			
16	Marino, Lisa	KCRC	SMI	4	1,050.00	35.00	1,015.00			35.00	ra adj for 11/10
17	Seldon, Harry	Swope	CSA	4	994.00	135.00	859.00				
18											
19	TOTAL				6,049.00	1,093.00	4,956.00	124.00	700.00	(55.00)	
20											
21	HAP rent		4,956.00								
22	Utilities		124.00								
23	Sec. Deposit		700.00								
24	Sub Total		5,780.00								
25	Adjustments		(55.00)								
26	Total Rent		5,725.00								
27	Admin Fee		401.00								
28	Total Due		6,126.00								

The Detail form is mostly self-explanatory. All Program Participants whose rent is currently being paid are listed, along with which agency provides their services, their primary diagnosis, and number of bedrooms in the assisted units. The details also show the contract rent, the amount of rent for which the tenant is responsible, the amount of rent paid by DMH, utility assistance payments, adjustments and remarks explaining the adjustments, with the totals automatically added up in the "TOTAL" row and the overall total automatically shown at the bottom. Some issues for Processing Center Staff to be aware of (refer to the image above for issues #1-#3):

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1. **See Client "Bren Cameron":** this Participant has a negative \$90 adjustment, i.e., \$90 is, in effect, being returned to DMH. All adjustments must be explained in the "Remarks" column, and when multiple adjustments exist for one person, as in this example, each one must be explained individually. Thus, Bren Cameron

has a negative \$145 rent adjustment (“ra”) for October 2010—the Processing Center billed DMH \$145 too much in October—and a \$55 “ra” for November 2010—the Processing Center billed too little. The net adjustment is $(\$145) + \$55 = (\$90)$. Other common “Remarks” abbreviations in use are “ua” (utility adjustment), “pr” (prorate), “u/b” (underbilled) and “o/b” (overbilled). Note that a security deposit is also being paid, but deposits are not considered adjustments—they have their own column.

2. **See Client “Joseph Smyth”:** this Participant exited from the Shelter Plus Care program, probably as the result of a hearing process conducted by a DMH Housing staff person and the Processing Center. When the Processing Center has determined a person has been terminated from assistance, that person must appear on an invoice a final time with the effective date of his or her termination in the Remarks column. No diagnosis, bedroom type or payment information is shown, except for any adjustments being made in regard to the Participant’s final rent payment. This person must also be exited from the Program in the HMIS used by the Processing Center.
3. **See Client “Mikhail Gorbachev”:** this Participant is in a “break in assistance,” i.e., he is in the process of moving from one unit to another and the Processing Center is withholding rent payment until moving arrangements and a new lease-up are complete. In this situation the Processing Center must omit the bedroom type, the diagnosis and all payment information except for any necessary adjustments, and must note in the Remarks column that the Participant is in transition and still on the program. Note that in this situation, **do not exit the Participant from the HMIS in use**; the person is still considered an active Participant even though no rent is currently being paid.
4. **Adjustments in General:** adjustments can only be billed to a current grant, and in general should be submitted on the next invoice as soon as they are known and finalized. Never let adjustments accumulate unbilled; doing so makes it much more difficult for DMH Housing staff to manage grant funds effectively.
5. **Adjustments and the “Remarks” Column:** the main purpose of the “Remarks” column is to provide a detailed explanation of each adjustment. Processing Centers must, as described in paragraph 1., above, explain briefly 1) what month’s rent cycle an adjustment applies to, and 2) what the adjustment is for—normally either a past HAP or a past utility allowance payment.

EXAMPLE:

	<u>Adjustments</u>	<u>Remarks</u>
WRONG	\$ (573)	Client moved

	<u>Adjustments</u>	<u>Remarks</u>
RIGHT	\$ (573)	Client moved; overbilled July HAP \$500 & July util \$73

It's okay to allow text in the Remarks column to run over multiple lines—there is no requirement to keep the remarks to a single line. You may need to set the “Word Text” option for that cell to have longer remarks run to multiple lines.

6. **Final Adjustments:** When an SPC grant year ends, Processing Centers have 60 days to submit final adjustments to be paid out of the ending grant. If a Processing Center bills for an “ra” of \$500 for October 2010 on the May 2011 invoice and the grant ended in December 2010, DMH would not be able to pay that adjustment. A final adjustment invoice is submitted separately to DMH Housing from a regular invoice and lists only the Participants who have final adjustments and only the adjustment amounts—not the normal rents being paid for those Participants that month.
7. **“TOTAL” Row:** the “Contract Rent” total must equal the sum of the “Tenant Rent” plus the “HAP Rent” totals. Always check that this is correct before submitting an invoice to DMH. If these don't add up, it means there is a mathematical error in your invoice somewhere.
8. **“Admin Fee”:** as of January 2012, the administrative fee paid to Processing Centers is seven percent (7%) of the total rent paid each month—including all utilities, security deposits and adjustments paid. Administrative fees are always rounded up or down: downward if the decimal comes to .49 or less, and upward if the decimal is .50 or more. No other calculations on the form are rounded.
9. **Dollars and Cents:** no SPC or RAP invoice should ever contain fractions of dollars. The reality is that some Landlords may insist on being paid that \$.17 to which they're entitled as part of a prorated rent payment. However, when invoicing DMH for that payment, always round up or down to the nearest whole dollar on the invoice as described in paragraph 8., above.

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FORM—SPC Housing Invoice (Sample)

Ozarks Area Community Action Corporation			
		215 Barnes Street	
		Springfield, Mo 65802-2204	
		Vendor #: 00000000000	
Payment Request for SHELTER PLUS CARE PROGRAM			
		BRANSON/TANEY COUNTY	
		December, 2010	
		Month, Year	
GRANT: MO0086C7P060802		(TRA, SCT0)	
Total Bedrooms by Size		Client Population	
SRO	0	SMI	13
1 Bedroom	13	CSA	2
2 Bedroom	1	SMI & CSA	5
3 Bedroom	5	PWA	0
4 Bedroom	1	PWOD	0
TOTAL	20	TOTAL	20
HAP Rental Assistance		\$	7,811.00
Utilities		\$	365.00
Security Deposit Payment		\$	0.00
Sub Total		\$	8,176.00
Adjustments		\$	324.00
TOTAL RENT		\$	8,500
Administrative Fee		\$	595
TOTAL DUE		\$	9,095
HILARY HOUSING		"SIGNATURE ON FILE"	November 15, 2010
Signature Hilary Housing		Date	
Phone: 417-555-5555			

The Shelter Plus Care Housing Invoice essentially summarizes the number totals expressed on the Participant Detail Form. Excel formulas built into this form should pre-populate most of the fields with the information shown on the Detail Form. If the form your agency is working with isn't pre-populating most fields, contact DMH Housing to obtain a copy of the file with the formulas intact.

The person at the agency responsible for authorizing the contents of the invoice "signs" the bottom of the form and dates it.

Always double-

check these figures to make sure they match the contents of the Detail Form.

FORM—LOCCS Form (Line of Credit Control System) (Sample)

LOCCS/VRs		U.S. Department of Housing and Urban Development	
SPC Shelter Plus Care		Office of Community Planning and Development	
Request Voucher for Grant Payment		OMB Approval No. 2535-0102 (exp. 8/31/2000)	
1. Voucher Number	2. LOCCS Pgrm. Area:	3. Period Covered by this Request: (dates)	4. Type of Disbursement:
030	SPC	December 2010	<input checked="" type="checkbox"/> Partial <input type="checkbox"/> Final
5. Voice Resp.	6. Grantee Organization's Name:	7. Sponsor Organization's Name:	
	MO DMH		
8. Grant No.:	6a. Grantee Organization's TIN:	7a. Sponsor Organization's TIN:	
MO0059C7P040802	00-0000000		
3. Information to be completed with each Rental Assistance Request:			
Total No. of Rental Units Assisted	Type & No of units	0	1
64		0	1
	SRO	1	35
	1 BR	2	10
	2 BR	3	10
	3 BR	4	7
	4 BR	5	1
Total No. of Tenants Assisted:	Type & No of units	0	20
64		0	20
	SMI	1	15
	CSA	2	22
	SMI & CSA	3	5
	PWA	4	2
	PWOD		
10. Line Item no.	Type of Funds Requested	Amount: (round to nearest dollar)	
1000	SRA Rental Assistance	\$ -	
1060	Administration	\$ 2,721.00	
2000	TRA Rental Assistance	\$ 38,877.00	
3000	PRA Rental Assistance	\$ -	
3100	PRA Rental Assistance (Non-Rehab)	\$ -	
11.	Voucher Total:	\$ 41,598.00	

DMH fiscal staff use the HUD LOCCS Form to 'draw down' funds from the various SPC grant accounts DMH has with HUD. DMH deposits the funds in Processing Center bank accounts monthly to be paid out as Shelter Plus Care assistance. The LOCCS Form recapitulates the Program's Participant information—numbers of unit sizes and client diagnosis types—and the total assistance and administrative fee requested. HUD uses this information to track SPC grant expenditures and to monitor that the client populations specified in the grant contract with HUD are being served.

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The fields in the LOCCS Form are not tied by formulae to the other two elements of the SPC invoice, so this form generally must be filled in manually. Always double-check figures for accuracy. Most agencies will follow the format shown in the image above, using the “TRA” (tenant-based rental assistance) field to enter the total amount of assistance. DMH Housing has two “SRA” (sponsor-based rental assistance) grants, both in the St. Louis region, and the agencies administering those grants will enter the total assistance in the “SRA Rental Assistance” field.

Rental Assistance Program Excel Invoice File

The Excel file for Rental Assistance Program invoices contains two parts in two separate worksheets, and is very similar to the Shelter Plus Care invoice:

1. RAP Participant Detail Form; and
2. DMH RAP Housing Invoice Form

FORM—RAP Participant Detail Form (Sample)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1															
2															
3	Name:		CMCA												
4	Month, Year	December-10	RAP												
5															
6															
7	Client Name		Service Provider	Cnt	Client Type	# BDRM	Contract Rent	Tenant Rent	HAP Rent	HAP Utilities	Security Deposit	Start Up Costs	Adm Fee	Adjustments	Rem
8															
9	Hammond	George	Burrell	1	SMI	2	\$585.00	\$114.00	\$471.00	\$0.00			\$49.95		
10	Mitchell	Cameron	Pathways	1	SMI	3	\$800.00	\$130.00	\$670.00	\$0.00			\$49.95		
11	Weir	Elizabeth	Burrell	1	SMI	3	\$675.00	\$0.00	\$675.00	\$2.00	\$675.00	\$100.00	\$49.95		
12	O'Neill	Jack	Burrell	1	SMI	1	\$395.00	\$78.00	\$317.00	\$0.00			\$49.95		
13	Jackson	Daniel	Burrell	1			\$0.00	\$0.00	\$0.00	\$0.00					evicted/for
14	Carter	Samantha	Pathways	1	SMI	1	\$506.00	\$0.00	\$506.00	\$0.00			\$49.95		
15															
16	TOTAL			6			\$2,961.00	\$322.00	\$2,639.00	\$2.00	\$675.00	\$100.00	\$249.75	\$0.00	
17															
18															
19	HAP rent					2,639.00									
20	Utilities					2.00									
21	Sec. Deposit					675.00									
22	Sub Total					3,316.00									
23	Adjustments					\$0.00									
24	Total Rent					3,316.00									
25	Admin Fee					249.75									
26	Start Up Costs					100.00									
27	Total Due					3,665.75									
28															
29															

The green highlighting shows two items not found on the Shelter Plus Care invoice: the Administrative Fee column and the Start Up Costs column. Start Up Costs are also an extra feature in the elements at the bottom that total up the various components. These and other differences are discussed below.


1. Administrative Fee: the RAP administrative fee is paid per household served

rather than based on the total amount of assistance provided. The admin fee is 7.5 percent of the highest two-bedroom Fair Market Rent in the Processing Center's service area. A Processing Center that serves a single county would automatically compute their admin fee based on that county's FMR for a two-bedroom unit. An agency that serves multiple counties would need to see which of its counties has the highest two-bedroom FMR and calculate its admin fee based on that county. RAP admin fees are rounded up to the nearest penny, not the nearest dollar; for example, the admin fee in effect as of January 2012 for St. Louis County is \$59.40 per person, not \$58 or \$60. Contact DMH Housing at **573-751-9206** if you are not certain of what your agency's RAP administrative fee should be.

2. **Start-Up Costs:** Processing Centers may invoice DMH a \$100 fee every time a new RAP Participant is first added to a RAP invoice. The fee covers the agency's costs for new client intake and the initial HQS inspection of the new Participant's unit.
3. **LOCCS Form:** RAP invoices do not use a LOCCS form because RAP is not a federally funded program.
4. **Clients with adjustments** who have been terminated, or who have a break in assistance, are all handled in the same manner as for Shelter Plus Care, as described in Section C., above. As with Shelter Plus Care, Processing Centers must submit adjustments in a timely manner. Failing to do so makes it difficult for DMH Housing to manage RAP funds effectively and creates a risk of having an unexpected shortfall in funding.
5. **Final Adjustments:** RAP funding is based on the State of Missouri fiscal year, which runs from July 1st to June 30th. Because the funds are not tied to federal contracts, RAP doesn't require the "final adjustment" process that Shelter Plus care does, as described in Section C, above. Therefore, adjustments that were incurred, for example, in May 2010 can be invoiced in August 2010 and still be paid. The only issue around the state fiscal year is that costs invoiced on a July invoice cannot actually be processed by DMH until July 1st, which makes payment of July invoices a few days later than all other months.
6. **All other RAP billing practices** should match those used for Shelter Plus Care; agencies administering both programs should ensure that they use the same practices for both Programs, where applicable.

FORM—RAP Housing Invoice Form (Sample)

Processing Center Name			
North East Community Action Corp			
PO Box 470			
Bowling Green, MO 63334			
Vendor #000000000			
Payment Request for DMH RAP PROGRAM			
Dec-10			
Month, Year			
Total Bedrooms by Size		Client Population	
SRO		SMI	6
1 Bedroom	2	CSA	1
2 Bedroom	6	SMI & CSA	
3 Bedroom	1	PWA	
4 Bedroom		PWOD	
5 Bedroom		DD	2
TOTAL	9	TOTAL	9
HAP Rental Assistance		\$	3,121.00
Utilities		\$	34.00
Security Deposit Payment		\$	-
Sub Total		\$	3,155.00
Adjustments			(\$817.00)
TOTAL RENT		\$	2,338.00
Administrative Fee			520.47
Start Up Costs		\$	-
TOTAL DUE		\$	2,858.47
Renata Rental			11/8/2010
(Name)		Date	

This form is identical to the Invoice Form for Shelter Plus care with the exception of the addition of the “Start Up Costs” line item appropriate to the Rental Assistance Program. 

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CHAPTER SIX—Due Process

- [*HUD Requirement for Due Process*](#)
- [*Informal Hearings*](#)
- [*Termination From Assistance Without Hearing or Due Process*](#)
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DMH Housing is always willing to work with Program Participants who are experiencing problems that threaten to disrupt their housing stability. Participants are expected to observe and abide by all the rules of DMH housing assistance programs; when they can't or don't, DMH Housing has two 'levels' of review it can apply, depending on the situation. These procedures apply to both Shelter Plus Care and Rental Assistance Program Participants.

HUD Requirement for Due Process

HUD regulations at 24 CFR section 582.320(b) require that all Shelter Plus Care grant recipients give "due process" to any Program Participant whose rental assistance has been terminated because of program rule violations. Due process must consist of, at a minimum, the following steps as stated in the regulation:

- (1) Written notice to the participant containing a clear statement of the reasons for termination;
- (2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the participant.

Based on the above, DMH Housing has a procedure whereby a Participant whose rental assistance has been terminated can appeal the termination. DMH Housing follows this procedure for **both** Shelter Plus Care and Rental Assistance Program Participants. The following steps are required to initiate and conduct the Appeal.

1. The Participant must submit a written request to the Processing Center requesting an Appeal of the household's termination from assistance. Normally the Participant responds by filling out a form that is attached to or is a part of the letter sent informing the Participant of the termination (see "**Termination of Rental Assistance**" in [Chapter 4](#) for a sample termination letter).
2. On receiving a written request for an Appeal, the Processing Center schedules the Appeal. Attendance by a DMH Housing Staff person is mandatory. The

Processing Center invites all other relevant persons, who may include the Participant's Case Manager, the Landlord and any other persons who have first-hand knowledge or documentation of the issues involved – witnesses, in other words. The Participant may be represented by legal counsel at his or her own expense and may bring up to two additional persons to act as witnesses.

3. Paragraph (2) of the HUD regulation establishing the due process requirement requires that an impartial person preside over the Appeal. An impartial person is someone who is unfamiliar with the Participant personally, has no prior knowledge of the issues that lead to the termination, and has no personal interest in seeing the Appeal resolved one way or another. Some Processing Center agencies employ a person who is designated as a Hearing Officer, and whenever possible, this person will be asked to preside at the Appeal. In the absence of such a designated person, DMH Housing will identify a person who is impartial and request that he or she preside over the Appeal.
4. The impartial person presides over the Appeal by examining all written and electronic documentation, hearing the testimony of all witnesses, and making the final decision on the appeal. The role of the DMH Housing Staff person is to facilitate the presentation of evidence and to show how he or she determined that termination was the appropriate step. Processing Center staff will provide an agenda for the Appeal, will make available copies of relevant paper documentation and provide access to relevant electronic records to everyone present at the Appeal. Witnesses present will be called upon by the person presiding to present evidence.
5. The presiding person should attempt to render a decision while the Participant is still in attendance. If this isn't feasible, the decision must be issued within five working days, and a letter will be sent by the Processing Center to the Participant documenting the final Appeal decision. The Appeal decision is final and there is no further appeals process available.

Informal Hearings

1. An informal hearing may be arranged when a Participant is experiencing problems relating to their rental unit, support services or outside causes. Such a hearing is an informal meeting designed to clarify program rules and expected behavior, to provide information the Participant and/or Case Manager may need in order to bring a Participant into Program compliance, and to generally assist the Participant in dealing effectively with any issues that may endanger his or her rental assistance. It may consist of a very informal and brief meeting with the

Program Participant, or a sit-down meeting involving interested parties to discuss issues that immediately threaten the Participant's ability to continue in the Program.

2. An informal hearing can be requested by the Processing Center, a DMH Housing Staff member, a Program Participant, or the Participant's Case Manager. DMH Housing staff may attend such a hearing by telephone. If multiple interested parties need to attend, the Processing Center staff is responsible for inviting them.
3. No formal agenda or format is required in an informal hearing. The hearing consists of informal discussion and resolution among the parties present.
4. Informal hearings are conducted by a DMH Housing Staff person, either in person or by telephone. At a minimum, participants should include the Program Participant, the Case Manager, and appropriate Processing Center staff. Other interested parties may be included at the discretion of the DMH Housing and may include the Landlord or property manager and any other individuals involved as deemed appropriate by the DMH Housing Staff. The Participant may have legal counsel present at their own expense and may bring up to two additional representatives or advocates. The Participant shall have the opportunity to present any written or oral testimony they wish.
5. All parties involved have access to all relevant written and electronic documentation. The Participant may examine any Processing Center documents directly relevant to the situation and will be given copies upon request. DMH Housing and the Participant may both present evidence and question witnesses who are present. All evidence presented shall be considered.
6. Processing Center staff are responsible for documenting the results of an informal hearing and for notifying DMH Housing Staff subsequently if the situation persists and warrants a formal hearing. All such documentation must be kept in the Participant's Program file.
7. While many informal hearings are informational in nature, depending on the issues involved and their severity, some require further action in the form of a decision by DMH Housing on future actions to be taken. If a decision is required to be made on a Participant's continuation in the Program, the DMH Housing Staff person will make the decision no later than five working days after the hearing, and a written decision will be issued by the Processing Center staff in consultation with the attending DMH Housing staff person. If feasible, the

decision should be given to all participants in the hearing that same day. Documentation of the hearing must state the reasons for the hearing and the decision. Factual determinations relating to the individual circumstances of the Participant shall be based on a preponderance of the evidence presented at the hearing.

8. The DMH Housing staff person assigned to the program has the final say with respect to the outcome of the informal hearing.

Termination From Assistance Without Hearing or Due Process

Some actions by Program Participants can result in automatic termination from assistance without the need for a hearing or due process. Generally these situations involve the Participant's absence from the assisted unit, either because of long-term incarceration or because the Participant has abandoned the unit voluntarily without giving notice to the Processing Center. In such cases, once the situation has been documented by the Processing Center, housing assistance will terminate automatically. In the absence of a 30-day notice to the Landlord of the Participant's departure, a final month's rent will generally be paid. 🏠

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CHAPTER SEVEN—Program Monitoring and Evaluation

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As required by DMH contracts with Processing Centers, DMH Housing annually monitors the performance of Processing Centers. The monitoring, or review, will be scheduled in advance on a date that is mutually agreed upon, and DMH Housing shall send confirmation in writing. The review may result in more than one visit depending on the outcome of the initial report.

DMH Housing reviews Processing Centers in the following areas:


1. Compliance with the policies set forth in this Manual, including but not limited to:
 - Accuracy of Participant rent calculations and payments;
 - Conducting Rent Reasonableness surveys;
 - Maintenance of accurate, organized and accessible Participant records;
2. Compliance with the terms of the Processing center's contract with DMH, including but not limited to:
 - Timely entry of Participant data in the Processing Center's local Homeless Management Information System; and
 - Maintenance of staff time sheets documenting the amount of time spent on Shelter Plus Care activities, including time spent on individual grant programs where the Processing Center administers more than one program.
3. Compliance with local, state and federal fair housing laws and ordinances.

[See Chapter 8, "Forms and Online Resources,"](#) for the "Program Monitoring Tool" form used by DMH Housing as a guide to program monitoring.

As part of the Processing Center monitoring, DMH Housing may also request to conduct its own Housing Quality Standards inspections of Program-assisted rental units to provide quality control on HQS inspections done by the Processing Center.

Per the contract between DMH and the Processing Center, there may also be a financial audit. Financial audits are scheduled separately and conducted by DMH Accounting staff, rather than the Housing staff.


A written report on the monitoring results shall be completed by DMH Housing and mailed within 30 days of the review to all involved parties, including the Executive

Director and Board President of the Processing Center. 

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CHAPTER EIGHT—Forms and Online Resources

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- The “” symbol indicates an online resource at a Web site other than the Department of Mental Health’s, unless otherwise specified. Please report broken links to DMH Housing at 573-526-3125.
- Forms and resources are grouped according to the audience most likely to use or fill out the form.

Landlord Forms (“Landlord Packet”)

- [Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards \(sample\)](#)
- [Request for Tenancy Approval](#)
- [Missouri Residential Lease Agreement \(sample\)](#)
- [Tenant-Based Housing Assistance Payments Contract \(sample\)](#)
- [Landlord, Agent or Management Company Contact Information \(sample\)](#)
- [Unit Data Sheet \(sample\)](#)
- [IRS Form W-9 !\[\]\(aca6fcc8bd95e8255b9ea1b1d08ef300_img.jpg\)](#)

Processing Centers

- [Verification of Employment \(sample\)](#)
- [Household Obligations \(sample\)](#)
- [Rent Reasonableness Survey and Certification \(sample\)](#)
- [DMH HQS Inspector Training Materials !\[\]\(79de0df6c6ddd2d4eb74f1cc5f48ec50_img.jpg\)](#)
- [Recertification and HQS Inspection Notice Letter \(sample\)](#)
- [Recertification Form—Shelter Plus Care \(sample\)](#)
- [Recertification Form—Rental Assistance Program \(RAP\) \(sample\)](#)
- [Program/Lease Voluntary Termination Form Letter \(sample\)](#)
- [Notice of Termination of Rental Assistance \(sample\)](#)
- [Hearing Documentation Form \(sample\)](#)
- [Missouri Department of Elementary and Secondary Education Homeless Children and Youth Program !\[\]\(d4c9768318b38eff1042b07478e20b4c_img.jpg\)](#)
- [Income Limits !\[\]\(27d314856359a9d7feca17161bc1f4a4_img.jpg\)](#)
- [EPA Publication “Protect Your Family From Lead In Your Home” !\[\]\(d355663486c698e3972a8b93ac8b2102_img.jpg\)](#)
- [Fair Market Rents !\[\]\(1858f6a9022d088c0a7eca873f99643b_img.jpg\)](#)
- [HQS Inspection Form !\[\]\(4a9a9afe1808e44249cde903a007394f_img.jpg\)](#)
- [Allowances for Tenant-Furnished Utilities and Other Services \(blank form\) !\[\]\(b0b1e1d141c1d30eea8a1d92bb8c534b_img.jpg\)](#)




Invoices

- [SPC Participant Detail Form \(sample\)](#)
- [SPC Housing Invoice \(sample\)](#)
- [LOCCS Form \(Line of Credit Control System\) \(sample\)](#)
- [RAP Participant Detail Form \(sample\)](#)
- [RAP Housing Invoice Form \(sample\)](#)

Case Managers

- [Applicant Housing History—Chronic Homelessness \(sample\)](#)
- [DMH Housing Web Site: Check Most Current Version of Shelter Plus Care Application !\[\]\(d27edc55493507da2f9b8c7a52b3b96f_img.jpg\)](#)
- [DMH Housing Web Site: Application for Shelter Plus Care !\[\]\(9bf7a72a60a57323fa980b9b0338593f_img.jpg\)](#)

Program Applicants and Participants

- [Missouri Landlord-Tenant Law](#) 
- [Missouri Department of Mental Health Housing Unit Web Site](#) 
- [Program/Lease Voluntary Termination Form Letter \(sample\)](#)
- [Missouri Sex Offender Registry](#) 

DMH Housing

- [DMH Housing Program Monitoring Tool](#)
- [HUD Publication “Defining Chronic Homelessness: A Technical Guide for HUD Programs”](#) 
- [Tenant Rent Calculations for Certain HUD McKinney Act Programs](#) 

FORM—Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ☐ Lessee has received copies of all information listed above.

(d) ☐ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (initial)

(e) ☐ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor **Date**

Lessor **Date**

Lessee **Date**

Lessee **Date**

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FORM—Request for Tenancy Approval

REQUEST FOR TENANCY APPROVAL

Missouri Department of Mental Health Housing Assistance Programs

Please note that this HUD form has been adapted for use by the Missouri Department of Mental Health (DMH) Housing Unit. All former references to the Housing Choice Voucher Program have been changed to DMH rent subsidy programs. All references to Public Housing Authorities (PHA) have been changed to DMH local rent subsidy Processing Center.

1. Name of Processing Center			2. Address of Unit (street address, apt. number, city, zip)		
3. Requested Beginning Date of Lease	4. No. of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached/Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden/Walkup <input type="checkbox"/> Elevator/High Rise					
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (insured or noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (Describe other subsidy, including any state or local subsidy)					
11. Utilities and Appliances The Owner shall provide or pay for the utilities and appliances indicated below by checking the box marked "Owner." The Tenant shall provide or pay for the utilities and appliances indicated below by checking the box marked "Tenant." Unless specified below, the Owner shall pay for all utilities provided by the Owner.					
Item	Specify fuel type	Provided by		Paid by	
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Other Electric	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Water	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Sewer	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Trash Collection	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Air Conditioning	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Refrigerator	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Range/Microwave	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Other (specify)	----- ➤	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	

12. Owner's Certifications

a. The program regulation requires the Processing Center to certify that the rent charged to the housing assistance program tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than four units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and Unit Number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the household, unless the Processing Center has determined (and has notified the Owner and the household of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a household member who is a person with disabilities.

c. Check one of the following:

☐ Lead-based paint disclosure requirements do not apply because the property was built on or after January 1, 1978.

☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the Owner has provided the lead hazard information pamphlet to the family.

13. The Processing Center has not screened the household's behavior or suitability for tenancy. Such screening is the Owner's responsibility.

14. The Processing Center will arrange for inspection of the unit and will notify the Owner and household as to whether or not the unit will be approved.

Print or type name of Owner/Owner Representative		Print or type name of Program Participant	
Signature		Signature (Program Participant)	
Business Address		Present Address of Household (street address, apt. no., city, zip code)	
Telephone Number	Date	Telephone Number	Date

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FORM—Landlord, Agent or Management Company Contact Information (Sample)

Please print legibly. Anything that is unreadable will cause delays in rental payments.

Property Owner name and address: _____

Property Owner phone: _____ cell phone: _____

Property Owner fax: _____

Agent or Management Company for the Property Owner

Contact person name: _____

Address: _____

Agent/Management Co. phone: _____

Agent/Management Co. fax: _____

Checks should be made out and mailed exactly as follows:

(Name of Owner or Agent)

(Date)

My signature above verifies that I own or am able to act on behalf of the owner of the rental property described in this packet.

FORM—Unit Data Sheet (Sample)

Date _____

Landlord/Owner/Property Manager: Please provide the following information about the unit to be rented to the rental assistance program Participant.

Requested Rent _____

Census Tract _____

Unit Address _____

City _____ **Zip Code** _____

Owner/Agent _____ **Phone** _____

General Information:

Unit Type: ☐ Single Family ☐ Multi-Family
☐ Plexes, Garden, Town or Row House ☐ Other (specify _____)

General Condition: ☐ Minimal ☐ Average ☐ Above Average ☐ New

Measured Square Footage: _____ **Approximate Age:** _____

No. of Bedrooms: _____ **No. of Bathrooms:** _____ **No. of Rooms:** _____

CHECK ALL THAT APPLY:

☐ Patio/Deck/Porch/Yard ☐ Garage/Carport ☐ Extra Storage ☐ Fence
☐ Basement ☐ Recreational Facilities ☐ Public Transportation
☐ Maintenance Provided

☐ Carpet ☐ Blinds ☐ Ceiling Fan(s) ☐ Fireplace
☐ Dishwasher ☐ Garbage Disposal ☐ Washer/Dryer
☐ Coin-Operated Laundry ☐ Owner-furnished Range ☐ Owner-furnished Refrigerator
☐ Central Air Conditioning ☐ Portable A/C Unit

Utilities (please circle):

Heating:	Gas or Electric	Tenant Pays	or	Owner Pays
Stove:	Gas or Electric	Tenant Pays	or	Owner Pays
Water Heater:	Gas or Electric	Tenant Pays	or	Owner Pays
Water: _____		Tenant Pays	or	Owner Pays
Electricity: _____		Tenant Pays	or	Owner Pays

Additional Comments: _____

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FORM—Missouri Residential Lease Agreement (Sample)

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ County, Missouri, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of **one year**, such term beginning on _____, and ending at 12 o'clock midnight on _____.
2. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the _____ day of each month of the term, in equal installments of _____ DOLLARS (\$_____), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS

(\$ _____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided

from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or

improper noises, or otherwise disturb other residents;

- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such

mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS

(\$_____) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS

(\$_____),

_____ DOLLARS
(\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this

Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of

_____ DOLLARS
(\$_____).

22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Missouri.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or

circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

[Landlord's Name]

[Landlord's Address]

If to Tenant to:

[Tenant's Name]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS; DISCLOSURES.

[Landlord should note above any disclosures about the premises that may be required under Federal or Missouri law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this _____ day of _____, 20____.

LANDLORD:

Sign: _____ Print: _____
Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT ("Tenant"):

Sign: _____ Print: _____
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

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FORM—Household Obligations (Sample)

To be eligible for rental assistance from [*Processing Center*], each household must provide information required by the Department of Housing and Urban Development (HUD) and the State of Missouri before being issued a voucher, and at a minimum of once per year when each tenant will be recertified.

HUD is authorized to ask for this information by US Housing Act of 1937, as amended 42 USC 1437. et seq., the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat. 348, 408. This information is needed to manage the program, protect the U.S government's financial interest and to verify the information reported. The following sections outline these requirements.

I. Obligation to Provide Documentation:

The Participant household must supply true and complete information requested by [*Processing Center*] necessary for the administration of the program, including:

Proof of citizenship or legal residence for all household members

Release of Information form(s)

Household income not more than 30 days old

Household composition (list of all members who live in household)

Proof of Social Security numbers for all household members

Missouri state-issued picture identification or military identification for those 18 and older

Birth certificates for all household members who are minors

II. Utilities in the Rental Unit:

Any and all utility service(s) for which the Participant household has responsibility must be on and operable at all times during the tenancy in the rental unit, and while receiving assistance from [*Processing Center*].

Any utilities that are agreed to be the responsibility of the Participant household, as defined by the lease, must be in the name of that Participant as the head of household, or another adult/spouse living in the unit and listed as a household member with [*Processing Center*] as well as on the lease. Utilities may not be in any other person's name.

III. Location of Rental Unit:

Participants must select housing in Missouri within 50 miles of [*Processing Center*]'s

main office [or] less than one hour's drive from [Processing Center]'s main office [or] within [Processing Center]'s multi-county service area.

IV. Adding Additional Persons to Assisted Rental Unit:

HUD and the State of Missouri policy state that no person(s) other than those listed on the application for rental assistance and the lease shall live/stay in the residence other than on a temporary basis, not to exceed 30 days, in a calendar year. This is to ensure that the household rent contribution is accurately based on the total monthly income of that household.

Occupants of the household must be approved by [Processing Center]. The Participant must promptly inform [Processing Center] of the birth, adoption, court-awarded custody or guardianship of a child or adult. The Participant must request approval to add any additional person.

Should an additional person need to be added to the household, the Participant agrees to contact the Landlord for permission to add a person, have the case manager write a support letter, and provide [Processing Center] with a written request stating why the additional person(s) should be added to the household.

The Case Manager will accompany the new household member to complete the application forms and bring necessary identification and income information.

Failure to follow the above-described procedures could result in eviction and/or the termination of rental assistance. The Participant may be required to repay rent and be charged with possible theft and fraud under state and federal law.

V. Moving Policy:

Participants may move only once per year. A year begins from the effective date of the lease. Any unauthorized move by the Participant will cause rental assistance to terminate.

Participant must give a minimum thirty-day notice (or as otherwise specified in the lease or rental agreement), in writing, to landlords, prior to any move. [Processing Center] will also require a copy of this written notice.

If the Participant wants to move at the end of a year, the Participant must contact [Processing Center] a minimum of 30 days prior to making a move to allow time for a new inspection to be scheduled and completed.

[Processing Center] will not provide an inspection for any new residence or transfer payment until proper notice, in writing, has been provided to the landlord and [Processing Center]. Notices received from Participants will be verified with the current

landlord by *[Processing Center]*.

[Processing Center] will not pay for a participant to live in any other residence during a month in which a payment for the original approved residence has been made.

VI. Inspections/Recertifications:

Each Participant must agree to allow an inspection of the assisted rental unit prior to occupancy. The tenant must not sign a lease until after the rental unit has passed inspection.

Each Participant must agree to allow, at a minimum, an annual re-inspection/recertification of the rental unit at a reasonable time and after reasonable notice.

VII. Obligation to abide by the terms of the lease:

Each household is required to abide by the terms of the lease.

Tenant and tenant's guests shall not damage the rental unit or the property on which it sits.

Tenant will be responsible for all damage caused to the unit.

Tenant must reside in the residence for at least one year.

The tenant must give *[Processing Center]* prompt notice of any eviction notice or notice to vacate.

VIII. Use and Occupancy of Residence:

Each Participant must live in the rental unit assisted by the housing assistance program and may not have any other residence.

The Participant may not sublease the rental unit.

The Participant may not assign the lease or transfer the rental unit.

The Participant may not be absent from the unit for more than 30 days and must upon request provide proof that the residence is being occupied by the household member(s) listed on the voucher and lease.

No household member shall own or have a financial interest in the residence.

All household members must abide by the law and may not engage in drug-related activity, violent criminal activity, fraud, bribery or any other corrupt or criminal act.

No member of the household may receive another subsidy for the same residence, from

Section 8 or any other city, county, state, federal or private funds which could be considered to duplicate the assistance provided by *[Processing Center]*.

Rental assistance will be terminated if any member of the Participant's household, guest or other person under their control engages in drug-related or other criminal activity on or near the premises.

Rental assistance will be terminated if the Participant engages in criminal activities that threaten the health, safety or right to peaceful enjoyment of other residents in or near the premises.

Rental assistance may be denied if any member of the household engages in threatening, abusive or violent language or behavior toward *[Processing Center]* personnel.

[Processing Center] will in no way be responsible for any expenses owed by the participant. Obligations as set forth by the lease, rental agreement, or utility company will continue to belong to the participant. Housing assistance payments are made on behalf of the Participant and are considered assistance only.

Communication with the Landlord, the property management company and property owner should remain between those entities and the Participant. The Participant is responsible for communicating any changes in assistance to those entities. *[Processing Center]* will make all possible effort to keep the Participant and Landlord informed as to the status of payments. *[Processing Center]* expects Participants to meet their obligations.

[Processing Center] will not be held accountable for late fees charged by the Landlord. When a change in the rental assistance amount is made because of a move, a change in income, expenses or household composition, *[Processing Center]* has the right to make the change in a reasonable amount of time not to exceed 30 days.

The Participant agrees to hold harmless *[Processing Center]*, a duly organized not-for-profit corporation doing business in the State of Missouri. FURTHERMORE, the participant agrees to indemnify and hold harmless *[Processing Center]*, its agents, heirs, employees and assignees for any damages of whatever kind, of whatever nature, wherever situated, for any causes of actions, or suits particularly on account of the provision of *[Processing Center]*.

My signature below indicates that I have read the above Household Obligations; that I understand why this information is required; and that I will abide by these rules. Failure to abide by these Household Obligations will result in termination of rental assistance. If assistance is terminated, the Participant may request a hearing according to the attached Appeals Procedure.

I/We certify that the information given to [*Processing Center*] on household composition, income, household assets, allowances and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements made or information given is a violation of federal law. I/We also understand that false statements or information are grounds for termination of housing assistance.

TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES
THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND
WILLINGLY MAKING A FALSE OR FRAUDULENT STATEMENTS TO
ANY DEPARTMENT OR AGENCY OF THE UNITED STATES

My/our signature(s) below indicates that I have received a copy of this document.

Participant Signature

Date

Spouse/other adult

Date

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FORM—Tenant-Based Housing Assistance Payments Contract (Sample)

This Tenant-Based Housing Assistance Payments Contract (Contract) is entered into between _____, Landlord, and _____, (Processing Center).

The purpose of this Contract is to assist the Tenant(s) identified in Section A to lease a decent, safe and sanitary dwelling unit from the Landlord. The Processing Center will make housing assistance payments to the Landlord on behalf of the Tenant in accordance with this Contract.

ARTICLE 1. CONTRACT UNIT, TENANT AND LEASE

Section A. This contract applies only to the Tenant(s) and contract unit listed here:

Contract Unit: _____

Tenant(s): _____

Section B. The Landlord shall lease the contract unit to the Tenant. The Lease to be executed by the Tenant and the Landlord for the contract unit has been approved by the Processing Center and shall be executed in the form approved. The Lease shall contain all provision required by the Missouri Landlord/Tenant Law and shall not contain any provision prohibited by the Missouri Landlord/Tenant Law.

ARTICLE 2. TERM OF CONTRACT

The Term of Contract shall begin on _____

And end on _____.

ARTICLE 3. RENT: HOUSING ASSISTANCE PAYMENT

Section A. The total monthly rent payable to the Landlord during the term of this Contract is called the “contract rent”. Initially and until adjustment of the contract rent by the Processing Center, the total contract rent shall be \$_____ per month. The Processing Center will pay, on behalf of the client, \$_____.

Section B. The portion of the contract rent payable by the Tenant (“tenant rent”) will be an amount determined by the Processing Center. This amount is the maximum amount the Landlord can require the Tenant to pay for rent of the contract unit, including all services, maintenance and/or utilities to be provided by the Landlord in accordance with the Lease. The amount of the tenant rent is subject to change during the term of the Contract, however, the total monthly rent amount paid to the Landlord will be the same as cited in **Article 3, Section A**, above. Any changes in the amount of the tenant rent will be effective on the date stated in the notification by the Processing Center to the Landlord and the Tenant. Initially and until such change the Tenant shall pay \$_____ per month to the Landlord as the tenant rent.

- Section C. Each month the Processing Center shall make a housing assistance payment to the Landlord on behalf of the tenant in accordance with this Contract. The monthly housing assistance payment is equal to the difference between contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by the Processing Center.
- Section D. The housing assistance payments to the Landlord will continue during the term of this Contract until the tenant rent equals the total contract rent.
- Section E. The Landlord shall not charge the Tenant late fees or other penalties for failure pay move-in costs on the date the Lease becomes effective. The Landlord understands that Housing Assistance Payments and the Security Deposit are paid to the Processing Center by the United States Department of Housing and Urban Development, and the initial payment could be delayed up to 45 days before the first month's rental payment and/or deposit can be made. Every effort will be made to make the initial payment as quickly as possible on the tenant's behalf.

ARTICLE 4. MAINTENANCE, OPERATION, AND INSPECITON

- Section A. The Landlord agrees to maintain and operate the contract unit and related facilities to provide decent, safe, and sanitary housing, including the provision of all services, maintenance, and utilities as agreed to in the Lease. If the Processing Center determines that the Landlord is not meeting his obligation, the Processing Center shall have the right, even if the Tenant continues in occupancy, to terminate or reduce housing assistance payments to the Landlord and to terminate the Contract.
- Section B. The Processing Center shall have the right to inspect the contract-unit and related facilities, no more than quarterly and no less than yearly, and at such other times as may be necessary, as determined by the Processing Center, to assure that the unit is in decent, safe, and sanitary condition, and that the Landlord is providing all of the services, maintenance and utilities agreed to under the Lease.
- Section C. If the Processing Center determines that the contract unit is not in decent, safe, and sanitary condition, the Processing Center may terminate the Contract upon written notice by the Processing Center to the Landlord. The Processing Center and the tenant shall not be obligated to pay any rent beyond the termination date specified in the written notice.
- Section D. Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for building concerned as established by the Landlord.

ARTICLE 5. MONTHLY PAYMENTS TO LANDLORD

Section A. The Landlord shall be paid under this contract on or about the first day of the month for which payment is due. The Landlord agrees that the endorsement on the check:

1. Shall be conclusive evidence that the Landlord has received the full amount of the housing assistance payment for the month-, and,
2. Shall be a certification by the Landlord that:
 - a. The contract unit is in decent, safe, and sanitary condition and the Landlord is providing all services, maintenance, and utilities as agreed to in the Lease;
 - b. The contract unit is leased to the Tenant name in **ARTICLE 1, Section A**, and the Lease is in accordance with **ARTICLE 1, Section B**;
 - c. The contract rent does not exceed rents charged by the Landlord for other comparable unassisted unit;
 - d. Except for the housing assistance payment and the tenant rent as provided under this contract, the Landlord has not and will not receive any payment or other considerations as rent for the contract unit;
 - e. The Tenant and the Processing Center do not own, or have any interest in the contract unit. If the Landlord is a Cooperative, the Tenant may be a member of the Cooperative.

Section B. If the Processing Center determines that the Landlord is not entitled to the payment or any part of it, the Processing Center, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the Landlord, including amounts due under any other housing assistance payments.

ARTICLE 6. SECURITY DEPOSITS AND AGENCY REIMBURSEMENTS FOR UNPAID RENT AND DAMAGES

Section A. The Landlord may collect a security deposit that is equal to not more than one month's contract rent.

Section B. After the Tenant moves from the contract unit, the Landlord may (subject to state and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. Within thirty (30) calendar days, the Landlord will give the Tenant and the Processing Center a written list of all items to be charged against the security deposit and the amount of each item. After agreement of the amounts

and items, the Landlord shall promptly refund the full amount of the balance to _____ (Processing Center).

- Section C. The amount of the security deposit refunded shall include the amount of interest payable. The Landlord shall comply with all state and local law regarding interest payment on security deposits.

ARTICLE 7. PAYMENT FOR VACATED UNIT

- Section A. Housing assistance payments shall be made by the Processing Center to the Landlord under this Contract only for the period during which the contract unit is leased and occupied by the Tenant during the term of the Contract except as follow:
- Section B. If the Tenant moves from the contract unit in violation of the Lease, the Landlord shall receive the housing assistance payment due under the Contract for the month in which the Tenant moves from the unit.

ARTICLE 8. TERMINATION OF TENANCY

- Section A. The Landlord shall not terminate the tenancy of the Tenant except for:
(1) serious or repeated violation of the terms and conditions of the Lease,
(2) other good cause.
- Section B. The Landlord may evict the Tenant from the contract unit by notifying the Tenant in writing by certified mail. Notice to the Processing Center must be given by providing to the Processing Center a copy of the eviction notice to the Tenant.

ARTICLE 9. NONDISCRIMINATION IN HOUSING

The Landlord shall not, in the provision of services, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sexual orientation, gender, veteran status, handicap, national origin or familial status.

ARTICLE 10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEW

The Landlord shall cooperate with the Processing Center in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive order, and all related rules and regulations.

ARTICLE 11. AGENCY ACCESS TO PREMISES AND LANDLORD'S RECORDS

- Section A. The Landlord shall provide any information pertinent to this Contract which the Processing Center may reasonably require.
- Section B. The Landlord shall permit the Processing Center or any of their authorized representatives to have access to the premises for the purpose of audit and examination, to have access to any books, documents, paper, and records of the Landlord to the extent necessary to

determine compliance with this Contract, including verification of information pertinent to the Housing Assistance Program.

ARTICLE 12. RIGHTS OF PROCESSING CENTER IF LANDLORD BREACHES THE CONTRACT

Section A. Any of the following shall constitute a breach of Contract:

- a. If the Landlord has violated any obligation under this Contract; or
- b. If the Landlord had demonstrated any intention to violate any obligation under this Contract; or
- c. If the Landlord has committed any fraud or made any false statement to the Processing Center in connection with the Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.

Section B. If the Processing Center determines that a breach has occurred, the Processing Center may exercise any of its rights or remedies under the Contract. The Processing Center shall notify the Landlord in writing of such determination. The notice by the Processing Center to the Landlord may require the Landlord to take corrective action (as verified by the Processing Center) by a time prescribed in the notice. The Processing Center's rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.

Section C. Any termination or reduction of housing assistance payments, or termination of the Contract by the Processing Center in accordance with this contract, shall be effective as provided in a written notice by the Processing Center to the Landlord.

ARTICLE 13. PROCESSING CENTER RELATON TO THIRD PARTIES

Section A. The Processing Center does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.

Section B. The Landlord is not the agent of the Processing Center, and this Contract does not create or affect any relationship between the Processing Center and any lender to the Landlord or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with implementation of this Contract.

ARTICLE 14. CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS

The right of the Landlord to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this

Contract.

ARTICLE 15. ENTIRE AGREEMENT; INTERPRETATION

This Contract contains the entire agreement between the Landlord and the Processing Center. No changes in this Contract shall be made except in writing signed by both the Landlord and the Processing Center.

ARTICLE 16. WARRANTY OF LEGAL CAPACITY AND CONDITON OF UNIT

Section A. The Landlord warrants that the unit is in decent, safe, and sanitary condition and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

Section B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

SIGNATURES:

AGENCY	
_____ Name of Processing Center	
By: _____	_____
Signature of Processing Center Official	Date
_____ (address of Processing Center)	
_____ Official Title	

LANDLORD	
_____ Name of Landlord or Landlord Representative	
By: _____	_____
Signature of Landlord	Date

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FORM—Recertification Form—Shelter Plus Care (Sample)

[Agency Letterhead]

As a recipient of Shelter Plus Care assistance, you must fill out this form as part of your recertification. You must meet with your Case Manager to complete this form. Please supply the information requested below:

Name: _____

Contact Phone Number: _____

Address: _____

Please fill out the following chart as accurately as possible. Be sure to include **all individuals** living in your unit. Income from any of the following sources must be included: Social Security, Welfare Assistance such as TANF, employment wages (excluding children under 18), interest, dividends and disability payments.

The following people reside at the above address and have the following income:

Name/relationship	Date of Birth	Social Security Number	*Income/Assets Source	**Income dollar amount & frequency/Assets value
Head of Household /self				

***DOCUMENTATION OF ALL REPORTED INCOME AND ASSETS MUST ACCOMPANY THIS FORM.**

Examples of documentation include: a Social Security Award Letter, pay check stubs, annuity income statements, etc.

**Income frequency should be listed as “once a week,” “every 2 weeks,” “once a month” or however it may apply.

(Continued on Next Page)

Please provide your Case Manager's name, agency, and phone number:

Case Manager name: _____

Agency name: _____ Phone number: _____

Your Case Manager must attach the following to this form (check the boxes below to indicate these are attached):

- ☐ A letter verifying current case management
- ☐ An updated Service Plan or Treatment Plan no older than one year

Please understand that these are program requirements for continued rental assistance.

Please sign in the box below.

The information provided above is true and complete to the best of my knowledge. I understand that false or misleading information could result in the loss of rental assistance.

Signature

Date

If you have questions or need assistance with this form, call: [Agency Phone]

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FORM—Recertification Form—Rental Assistance Program (RAP) (Sample)

[Agency Letterhead]

As a recipient of RAP assistance, you must fill out this form as part of your recertification. You must meet with your Case Manager to complete this form. Please supply the information requested below:

Name: _____

Contact Phone Number: _____

Address: _____

Please fill out the following chart as accurately as possible. Be sure to include **all individuals** living in your unit. Income from any of the following sources must be included: Social Security, Welfare Assistance such as TANF, employment wages (excluding children under 18), interest, dividends and disability payments.

The following people reside at the above address and have the following income:

Name/relationship	Date of Birth	Social Security Number	*Income/Assets Source	**Income dollar amount & frequency/Assets value
Head of Household /self				

***DOCUMENTATION OF ALL REPORTED INCOME MUST ACCOMPANY THIS FORM.** Examples of documentation include: a Social Security Award Letter, pay check stubs, etc.

****Income frequency** should be listed as “once a week,” “every 2 weeks,” “once a month” or however it may apply.

(Continued on next page)

Please provide your Case Manager's name, agency, and phone number:

Case Manager name: _____

Agency name: _____ Phone number: _____

Your Case Manager must attach the following to this form (check the boxes below to indicate these are attached):

- ☐ A letter verifying current case management
- ☐ Verification that you are on a wait list for Section 8 wait list or other type of permanent housing wait list
- ☐ An updated Service Plan or Treatment Plan no older than one year

Please understand that these are program requirements for continued rental assistance.

Please sign in the box below.

The information provided above is true and complete to the best of my knowledge. I understand that false or misleading information could result in the loss of rental assistance.

Signature

Date

If you have questions or need assistance with this form, call: [Agency Phone]

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FORM—Hearing Documentation Form (Sample)

☐ Informal Hearing ☐ Formal Hearing **Hearing Date:** _____

Hearing Location: _____

Participant Name: _____

SSN: _____ **DOB:** _____

Present Address: _____

Landlord Name: _____ **Landlord Phone:** _____

Case Manager Name: _____ **CM Phone:** _____

Service Provider Agency Name: _____

Persons Present (in person or by phone):

1. DMH Housing Staff: _____
2. Processing Center Staff: _____
3. Case Manager: _____
4. Other: _____
5. Other: _____

Reason for Review (list specific violations of lease, DMH Housing policies, federal regulations, Household Obligations, etc.):

1. _____
2. _____
3. _____

Summary of Review (summarize relevant statements made by those attending): _____

Summary of decision made, as applicable, by DMH Housing Staff (a written decision will be issued to all parties by DMH Housing Staff in a Formal Review): _____

Signature of Processing Center Staff documenting review:

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FORM—DMH Program Monitoring Tool (Part 1: Participant Files)

Processing Center _____ Review Date _____ Reviewer _____

Participant Name _____

SSN _____ DOB _____ Household Members: Adults _____ Children _____

Date of Initial Referral _____ Lease-Up Date at Current Address _____

Application and Referral

- ☐ S+C Referral Cover Sheet ☐ S+C Application ☐ Disability Verification ☐ Homelessness Verification
☐ HIPAA Release ☐ HMIS Release ☐ Non-citizen legal status
☐ Participant's information is properly maintained in HMIS

Notes:

Household Composition, Income and Expense Documents

Program Participant <input type="checkbox"/> Driver's license/other picture ID <input type="checkbox"/> Social Security Card/document <input type="checkbox"/> Income <input type="checkbox"/> Medical expenses	Other Adult (name: _____) <input type="checkbox"/> Driver's license/other picture ID <input type="checkbox"/> Social Security Card/document <input type="checkbox"/> Income <input type="checkbox"/> Medical expenses	Other Adult (name: _____) <input type="checkbox"/> Driver's license/other picture ID <input type="checkbox"/> Social Security Card/document <input type="checkbox"/> Income <input type="checkbox"/> Medical expenses
Child (name: _____) <input type="checkbox"/> Birth certificate <input type="checkbox"/> SS Card if present <input type="checkbox"/> Income	Child (name: _____) <input type="checkbox"/> Birth certificate <input type="checkbox"/> SS Card if present <input type="checkbox"/> Income	Child (name: _____) <input type="checkbox"/> Birth certificate <input type="checkbox"/> SS Card if present <input type="checkbox"/> Income

Notes:

Rental and Recert Documents [Date of last recert: _____] [Check if recert not applicable ☐]

- | | | |
|---|---|---|
| <input type="checkbox"/> Lease | <input type="checkbox"/> Request for Tenancy Approval | <input type="checkbox"/> Recertification Form |
| <input type="checkbox"/> Rent Calculation | <input type="checkbox"/> HQS Inspection | <input type="checkbox"/> Recert letter to client |
| <input type="checkbox"/> Utility Allowances | <input type="checkbox"/> Lead-Based Paint Notice | <input type="checkbox"/> Case management verified |
| <input type="checkbox"/> Landlord Packet | <input type="checkbox"/> Rent Reasonableness Survey | <input type="checkbox"/> Income verified |
| <input type="checkbox"/> HAP Contract | <input type="checkbox"/> Client contact log | <input type="checkbox"/> Household Composition verified |

Notes:

Client Due Process [check if not applicable ☐]

- | | |
|---|--|
| <input type="checkbox"/> Tenant/CSW contact notes | <input type="checkbox"/> Tenant request for review |
| <input type="checkbox"/> Hearing Documentation | <input type="checkbox"/> Termination documentation |

Notes:

FORM—DMH Program Monitoring Tool (Part 2: Agency-Wide Issues and Exit Interview)

Processing Center _____ Review Date _____ Reviewer _____

Verification of Administrative Fee

☐ Time sheets tracking S+C time spent

☐ Job description includes S+C activities

Notes:

HMIS

☐ HMIS data entry being done on an ongoing basis ☐ PC staff are adequately trained to use HMIS

Notes:

Exit Interview

Date: _____

Persons Attending: _____

Deficiencies noted and discussed _____

Correction plan and timeline/deadline _____

PC Staff concerns and comments _____



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CHAPTER NINE—Glossary of Housing Terms

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ADA – DMH’s [Division of Alcohol and Drug Abuse](#); also, a term describing a person receiving services for alcohol and/or drug abuse from DMH or a DMH provider

Applicant – A person in the process of applying for rental assistance with DMH Housing. A person is considered an Applicant until their income eligibility for a housing assistance Program is verified by a Processing Center.

CAP or CAA ([Community Action Agency](#)) – Nonprofit organizations established under the Economic Opportunity Act of 1964 to combat the effects of poverty and help people help themselves in achieving self-sufficiency. Missouri has 19 Community Action Agencies with offices in every county. Many of these agencies act as Processing Centers for DMH Shelter Plus Care programs.

Certificate – A type of rental subsidy

CFR ([Code of Federal Regulations](#)) – The entire body of regulations promulgated by all U.S. federal executive agencies

Chronic Homelessness – Long-term homelessness defined by HUD as affecting unaccompanied disabled individuals who have experienced homelessness continuously for a year or more, or who have experienced four or more episodes of homelessness over three years. Beginning with the 2010-2011 Continuum of Care funding cycle, the definition of chronic homelessness was changed to include families with children.

CoC ([Continuum of Care](#)) – A program to help more than 330,000 homeless Americans get housing, job training, childcare, and other services. The Continuum of Care, which is the centerpiece of the federal policy on homelessness, stresses permanent solutions to homelessness through comprehensive and collaborative community planning. The CoC process includes funding for Supportive Housing (SHP), Shelter Plus Care (SPC) and Section 8 Moderate Rehabilitation for Single Room Occupancy (Mod Rehab SRO). The phrase also commonly refers to the sets of [cities and counties](#) that apply for federal homeless assistance through the Continuum of Care process.

Contract Rent – The full monthly cost of renting a unit as set by the Landlord

CPS – DMH’s [Division of Comprehensive Psychiatric Services](#); also, a person receiving services for mental illness from DMH or a DMH provider

CSA ([Chronic Substance Abuse](#)) – HUD’s terminology for alcohol and/or drug

addiction (see “ADA”); or a person with such a diagnosis

DD – DMH’s [Division of Developmental Disabilities](#) that serves a population that has developmental disabilities such as mental retardation, cerebral palsy, head injuries, autism, epilepsy, and certain learning disabilities. Such conditions must have occurred before age 22, with the expectation that they will continue. To be eligible for services from the Division, persons with these disabilities must be substantially limited in their ability to function independently. Also, a person with such a diagnosis receiving services from DMH or a DMH provider.

DHSS – [Missouri Department of Health and Senior Services](#)

DMH – [Missouri Department of Mental Health](#)

DMH Housing – The [Missouri Department of Mental Health Housing Unit](#)

DSS – [Missouri Department of Social Services](#)

ESG ([Emergency Solutions Grant Program](#)) – A HUD program that awards grants for the rehabilitation or conversion of buildings in to homeless shelters. ESG also funds certain related social services, operating expenses, homeless prevention activities and administrative costs. This program was formerly known as the Emergency Shelter Grant Program.

Eviction – A legal proceeding to remove a tenant from a rental unit

Fair Housing Act – Legislation first enacted in 1968 and expanded by amendments in 1974 and 1988, which created within HUD investigation and enforcement responsibilities for fair housing practices. The Act prohibits discrimination in housing and mortgage lending based on race, color, religion, sex, national origin, disability, or familial status.

FHA ([Federal Housing Administration](#)) – A federal agency that provides mortgage insurance on loans made by FHA-approved lenders. FHA insures mortgages on single family and multifamily homes including manufactured homes and hospitals. It is the largest insurer of mortgages in the world, insuring over 34 million properties since its inception in 1934.

FMR ([Fair Market Rent](#)) – Rent schedules published in the Federal Register that establish maximum eligible rent levels allowed under the Section 8 program by geographic area. FMRs are also used by other federal rent subsidy programs such as Shelter Plus Care.

HAP (Housing Assistance Payment) – Funds paid to a Landlord as rental assistance for a tenant enrolled in a rent subsidy program; the amount is the difference between the contract rent and the tenant's share of the rent, which is based on the household's income.

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HCVP ([Housing Choice Voucher Program](#)) – The Housing Choice Voucher Program, better known as "Section 8," is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Public housing agencies (PHAs) administer housing choice vouchers locally. The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

HEARTH Act ([Homeless Emergency and Rapid Transition to Housing Act](#)) – The 2009 reauthorization of the McKinney-Vento Homeless Assistance Act. The HEARTH Act altered several parts of the McKinney-Vento homeless assistance programs, including consolidating HUD's competitive grant programs; creating a Rural Housing Stability Program; changing HUD's definition of homelessness and chronic homelessness; simplifying grant match requirements; increasing homelessness prevention resources; and increasing emphasis on performance.

HMIS ([Homeless Management Information System](#)) – A database of information about persons who have experienced homelessness and the services and shelter they have sought. An HMIS is a shared database that can be accessed simultaneously by the various agencies enrolled in the system; such agencies input data about the people they serve only with the written consent of those individuals. Personal information that identifies individuals is highly protected by law and is often invisible to HMIS users. HUD mandates that each Continuum of Care operate an HMIS.

HOPWA ([Housing Opportunities for Persons with AIDS](#)) – A federal housing assistance program for persons with HIV or AIDS.

Housing Assistance Program – Also "Program." The rental assistance programs operated by DMH Housing, i.e., SPC and RAP.

HQS (Housing Quality Standards) – Federal rules used when inspecting a rental unit to determine if it is safe, decent and sanitary.

HUD ([U.S. Department of Housing and Urban Development](#)) – The department of the

federal government that dispenses and manages federal housing assistance.

Income - The gain that proceeds from property, labor, or business. For purposes of figuring rent in subsidy programs, income includes but is not limited to annual gross income including welfare assistance, unemployment and disability compensation, interest, dividends, and child support payments.

Landlord – A person or business that owns and/or manages one or more rental units and currently or prospectively rents to a Program Participant

Low Income – Income that does not exceed 80 percent of area median income

MACA ([Missouri Association for Community Action](#)) – The statewide association for Community Action Agencies (see “CAP or CAA”)

[Mainstream Section 8](#) (a.k.a. Mainstream) – Funding for Section 8 vouchers reserved for very low-income families whose head, spouse, or sole member is a person with a disability

MASW ([Missouri Association for Social Welfare](#)) – A social advocacy organization that is active in the field of housing and homelessness. MASW conducted a series of statewide homelessness censuses between 1993 and 2001, administers the HMIS for the Balance of State Continuum of Care, and runs an Affordable Housing Task Force.

[McKinney-Vento Homeless Assistance Act](#) (a.k.a. McKinney Vento) – The McKinney-Vento Act is the original 1987 authorizing legislation for all HUD homeless assistance programs. It originally consisted of fifteen programs providing a range of services to homeless people, including the Continuum of Care homeless assistance programs: Supportive Housing Program, Shelter Plus Care, and Single Room Occupancy Program, as well as the Emergency Shelter Grant Program. The Act was reauthorized and extensively amended by the HEARTH Act effective May 2009.

Median Income – The income level at which half of the population earn more income and half earn less. Each year HUD establishes the Median Income for states and metropolitan areas based on household size. HUD revised these figures periodically.

[Medicaid](#) – State and federally funded health care for low income and needy populations. Medicaid is the means by which many Participants in Shelter Plus Care pay for their case management and other needed mental health services. In Missouri, the Medicaid program is called MO HealthNet.

Medicare – The national health insurance program for those age 65 and older and for

some persons under age 65 with disabilities

MHDC ([Missouri Housing Development Commission](#)) – Missouri’s state housing finance agency established by the 75th General Assembly in 1969. MHDC functions as a bank, providing financing directly to borrowers or through a network of private lending institutions. Most of MHDC's programs operate as a public-private partnership. MHDC operates the Missouri Housing Trust Fund and facilitates the Missouri Balance of State Continuum of Care process.

MHTF ([Missouri Housing Trust Fund](#)) – The Missouri Housing Trust Fund was created by the State Legislature in 1994 to help meet the housing needs of very low-income families and individuals. It provides funding for a variety of eligible activities, including rental housing production, housing and related services for the homeless, homeless prevention and rental subsidies, among other activities.

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Participant – a person who has been approved for enrollment in a DMH Housing Assistance Program and is either currently receiving rental assistance or is seeking assisted housing

PH – Permanent Housing for people with disabilities

PHA – Public Housing Authority or Agency

PRA (Project-Based Rental Assistance) – Rental subsidies that are based in one building or apartment project. The subsidy belongs to the unit and not the individual.

Processing Center – An entity contracted with DMH to perform rental assistance activities and administration

Provider – A DMH-contracted services provider that submits applications for housing assistance programs to DMH Housing on behalf of its clients

PWA (Person With AIDS) – a category of disability that HUD and DMH accept as eligibility for Shelter Plus Care. For eligibility purposes, “PWA” includes a person with AIDS, HIV, and/or related diseases.

PWOD (Person With Other Disabilities) – HUD’s terminology for mental retardation and/or developmental disabilities (see “DD”); or a person with such a diagnosis.

RAP (Rental Assistance Program) – A state-funded transitional rental assistance program operated by the Department of Mental Health’s Housing Unit

Rent Subsidy – A cash payment to a Landlord that assists very low-income individuals in paying for housing. Typically, the tenant pays 30% of their income for rent, and the rental subsidy pays the remaining amount.

[Ryan White Program](#) – Title I Federal grant monies used for services to persons with AIDS. In Missouri, the Department of Health and Senior Services administers these funds.

Scattered Site – A type housing subsidy program that allows the recipient to choose his or her own market-rate unit

SHP (Supportive Housing Program) – Provides grants to develop permanent and/or transitional supportive housing and services that will enable homeless people to live as independently as possible.

SMI (Serious Mental Illness) – HUD’s terminology for psychiatric disorders; (see “CPS”); or a person with such a diagnosis

SMI/CSA (Serious Mental Illness/Chronic Substance Abuse) – HUD’s terminology for a co-occurring diagnosis of both alcohol and/or drug addiction and serious mental illness (see “ADA” and “CPS”); or a person with such a diagnosis

SPC ([Shelter Plus Care](#)) – A HUD-funded homeless assistance program that provides rental assistance combined with social services to provide permanent supportive housing for homeless people with disabilities and their families. The Missouri Department of Mental Health has 35 shelter Plus Care grants as of January 2011.

SRA (Sponsor-Based Rental Assistance) – An agreement between a Landlord and a provider that allows for subletting units to Program Participants

Termination – termination of a Program Participant’s rental subsidy by DMH

TRA (Tenant-Based Rental Assistance) – refers to rental subsidies that are portable, i.e., the subsidy is held by the tenant and not the unit.

Transitional housing program – a supportive housing assistance program for homeless persons, usually project-based but sometimes Participants live in scattered-site rental units. Transitional housing is meant to be a bridge between homelessness and self-sufficiency, and is normally limited to six to 24 months of assistance.

TTP (Total Tenant Payment) – The amount the Participant pays for his or her portion of the rent in DMH rental assistance programs

Very Low Income – Income that does not exceed 50% percent of area median income

Voucher – A type of rental subsidy



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E-mail: maggie.george-murray@dmh.mo.gov

Contact Maggie with questions about:

- Status of pending Shelter Plus Care applications
- Information about Shelter Plus care applications, including eligibility, homeless definitions, required documentation, and general program information

Melissa Rivers, Office Support Assistant

Phone: 573-751-9206

E-mail: melissa.rivers@dmh.mo.gov

Contact Melissa with questions about:

- Status of pending Shelter Plus Care applications
- Monthly invoice processing for Shelter Plus Care and Rental Assistance Program
- Obtaining DMH Housing publications and related information
- General program information

In St. Louis:

Judy Johnson, Affordable Housing Consultant

Phone: 314-877-3375

E-mail: judy.johnson@dmh.mo.gov

Contact Judy with questions about:

- DMH Shelter Plus Care grants in the St. Louis Metropolitan region
- Housing and homelessness issues in the St. Louis region
- The St. Charles, St. Louis City and St. Louis County Continuums of Care
- Affordable housing development in the St. Louis region, and housing for persons with disabilities generally

In Kansas City:

Amy Copeland, Affordable Housing Consultant

Phone: 816-482-5765

E-mail: amy.copeland@dmh.mo.gov

Contact Amy with questions about:

- DMH Shelter Plus Care grants in the Kansas City Metro region
- The Kansas City/Jackson County Continuum of Care

- Housing and homelessness issues in the Kansas City/Jackson County region generally
- Affordable housing development in the Kansas City Metro region, and housing for persons with disabilities generally



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CHAPTER ONE—General Obligations of the Key Parties

- [*Obligations of DMH Housing*](#)
- [*Obligations of Case Managers*](#)
- [*Obligations of Provider Agencies*](#)
- [*Obligations of Processing Centers*](#)
- [*Obligations of Landlords*](#)
- [*Obligations of Participants*](#)
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The success of DMH's housing programs relies on the diligence and cooperation of all the parties involved in the housing assistance process. This chapter explains what responsibilities and obligations rest with each party. The parties consist of:

- **DMH Housing** – a unit with the Department of Mental Health that administers the funds for Shelter Plus Care and RAP
- **Case Managers** – employees of mental health service provider agencies that coordinate supportive services for program participants
- **Provider Agencies** – DMH-contracted mental health service provider agencies
- **Processing Centers** – social service and housing agencies contracted with DMH to locally administer Shelter Plus Care and RAP programs
- **Landlords** – owners and/or managers of rental properties who lease to Shelter Plus Care and RAP Participants
- **Program Participants** – persons with disabilities who have been found eligible to receive housing assistance through the Shelter Plus Care and RAP programs

Obligations of DMH Housing

- **Manage Wait Lists.** DMH Housing establishes and manages wait lists for all SPC programs unless written contractual agreements are made with another agency to do so. Sponsor-based and project-based SPC programs manage their own wait lists. RAP does not utilize a wait list system.
- **Monitor Program Performance.** DMH Housing monitors each housing program's performance and ensures contract compliance. DMH Housing makes site visits to Processing Centers to review Programs and provides ongoing, up-to-date technical assistance.
- **Ensure Uniformity.** DMH Housing ensures uniformity of practice among the Processing Centers, fulfillment of funding contracts and adherence to applicable laws. DMH Housing must give its approval to any changes or additions to the materials and procedures used for a DMH housing assistance program.

- **Determine Eligibility.** DMH Housing reviews all applications for eligibility and notifies Case Managers whether or not an Applicant is eligible.
- **Make Referrals.** DMH Housing coordinates the referral of Applicants who have been found eligible for assistance to the appropriate Processing Center.
- **Monitor Program Expenditures.** DMH Housing monitors the on-going expenditure of all program funds to ensure the maximum use and effectiveness of funds. This includes monitoring the amount of tenant-paid rent contributed to each program and the value of supportive services being provided to Participants.
- **Monitor Service Delivery.** DMH Housing monitors the delivery of mental health services and supportive services to Participants to help ensure Participants' housing stability.
- **Monitor Zero Income.** DMH Housing monitors Participants who report \$0 income. Zero Income Participants are tracked by DMH Housing to assure that they apply for benefits and/or employment in a timely manner.

Obligations of Case Managers

- **Assess Applicants' Housing Needs and Goals.** The Case Manager must assess an Applicant's needs for housing and the Applicant's ability to live independently as part of a Service Plan prior to submitting an application.
- **Help Complete and Submit Applications.** The Case Manager assists the Applicant in filling out an application for housing assistance; and helps the Applicant through other paperwork that will initiate participation in a Program.
- **Attend Intake Meeting.** The Case Manager must attend the initial intake meeting with the Applicant at the Processing Center.
- **Assist With Housing Search.** The Case Manager assists the Participant in the process of locating a unit within 30 days of the Program voucher issue date. If more time is needed, the Case Manager must notify the Processing Center and **show in writing** why it is needed. Requests for extensions of time are reviewed by DMH Housing staff on a case-by-case basis.
- **Provide Initial Housing Case Management.** The Case Manager must maintain a level of in-person contact with the Participant commensurate with what is described in the Service Plan submitted to DMH Housing as part of the Application for Shelter Plus Care. The Case Manager must notify the Participant, DMH Housing, and the Processing Center when a new Case Manager is assigned.
- **Deliver Supportive Services.** The Case Manager provides supportive services as established by the Participant's Service Plan, and arrange for additional supportive

services as necessary to assist the Participant in their independent living situation. If the Participant moves services to a new service provider, the Case Manager must assist in the transition to the new provider.

- **Transfer Support Services to New Unit.** The Case Manager ensures that the Participant gets moved into the new unit, and that all benefits and appropriate services are properly transferred.
- **Manage Clinical Issues.** The Case Manager manages any clinical issue that arises and work with the Processing Center and DMH Housing when a clinical issue affects the housing situation. **The Case Manager will notify the Processing Center when a Participant has become non-compliant with their support services plan.**
- **Increase Participant Income.** The Case Manager ensures that Participants who report zero income apply for benefits and/or employment in a timely manner. Case Managers may be asked to verify that the Participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment, or that benefits were denied and an appeal has been filed.
- **Follow Up.** Follow up on other specific situations requiring case management action outlined in this Manual, i.e., due process hearings, family composition and income changes.

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Obligations of Provider Agencies

- **Assure Long-Term Support Services.** The service provider agency must assure that the Participant has access to long-term supportive services.
- **Document the Financial Value Of Support Services.** The service provider must have a means for documenting and, if requested by DMH Housing, reporting on the **financial** value of services received by a Participant in a DMH housing assistance program.

Obligations of Processing Centers

- **Maintain Participant Files.** The Processing Center must maintain a complete file record of each Participant's enrollment in a Program. Participant files **must** be maintained in a manner that makes the information accessible and legible to DMH Housing and other authorized parties, such as HUD, for purposes of conducting audits and program reviews.
- **Conduct Applicant Intake Meetings.** The Processing Center arranges Program intake meetings to educate Applicants on the policies and procedures of the Program for which they've been approved. Processing Center staff reviews and

updates the DMH referral information during the intake meeting and informs DMH Housing of any major changes. If the Applicant's household has children, the Processing Center provides information to assist the Applicant and the Case Manager access information about school enrollment and other educational programs such as Head Start.

- **Verify Program Eligibility.** Processing Center staff are responsible for verifying and documenting in detail certain aspects of Program eligibility for a new Program Participant. These consist of household income and household composition.
- **Recertify Participant Eligibility.** The Processing Center must annually recertify eligibility for all Participants and maintain accurate documentation of eligibility. DMH Housing may require additional recertifications to be made whenever Participants experience changes in circumstances that substantially affect their overall eligibility for the program.
- **Conduct HQS Inspections.** To ensure that all Participants live in safe and decent housing, the Processing Center must conduct a Housing Quality Standards (HQS) inspection of a Participant's chosen rental unit before the Participant moves in. All units rented by Participants must be re-inspected annually by the Processing Center. DMH Housing staff may do quality control inspections to verify that HQS inspections are being done properly.
- **Review and Approve The Lease.** The Processing Center reviews and approves any lease or occupancy agreement signed between a Landlord and a Participant enrolled in a program. The purpose of the approval is to ensure that program-required lease provisions are included in the agreement. If the lease cannot be approved, the tenant cannot receive assistance for that unit.
- **Submit Timely and Accurate Monthly Invoices to DMH Housing.** In connection with paying rent subsidies to Landlords in a timely fashion, Processing Centers must submit accurate monthly invoices for rents and related costs to DMH Housing on a schedule set by DMH Housing. Processing Centers must be equipped to submit invoices electronically in a manner that protects Participants' personal information.
- **Provide On-Going Housing Administration.** The Processing Center is responsible for handling local housing administration, including adjusting total tenant payments, making interim HQS inspections, handling damage claims by Landlords, giving 30-day move-out notices to Landlords, etc.
- **Coordinate With Responsible Parties.** The Processing Center coordinates with Case Managers, Landlords, and DMH Housing as needed on issues involving unit habitability, emergency situations, security, tenant compliance and Landlord

compliance with Program requirements

- **Conduct Landlord Outreach.** Processing Centers encourage Landlords of decent, safe, and affordable housing to lease units to Program Participants, and to publicize their available units.
- **HMIS Data Entry.** When HMIS data entry is part of a Processing Center's contract, the Processing Center must have at least one trained staff person designated as a user of the local homeless management information system. Processing Centers are obligated to accurately enter required Participant data in their Continuum of Care's HMIS in an ongoing and timely manner; to arrange staff training for HMIS with the Continuum's HMIS provider when needed; and to respond to DMH requests for HMIS data reports in a timely manner, including HUD Annual Progress Reports.

Below is a list of agencies contracted with DMH to do Shelter Plus Care and RAP client processing as of February 2012:

Agency Name	Address	Phone Numbers
Amethyst Place	1102 Benton Blvd. Kansas City, MO 64127	816-231-8782 FAX 816-231-8981
CCSJ—Catholic Charities	902 Edmond St., Suite 204 St. Joseph, MO 64501	816-232-2885 FAX 816-232-2607
CMCA—Central Missouri Community Action	807-B N. Providence Road Columbia, MO 65203-4359	573-443-8706 FAX 573-875-2689
CHN—Community Housing Network	2600 E. 12 th St. Kansas City, MO 64127	816-482-5748 FAX 816-482-5749
COMTREA	227 Main St. Festus, MO 63028	636-232-2338 FAX 636-937-2568
DAEOC—Delta Area Economic Opportunity Corp.	99 Skyview Road Portageville, MO 63873	573-379-3851 FAX 573-379-5988
EMAA—East Missouri Action Agency, Inc.	PO Box 308 403 Parkway Dr. Park Hills, MO 63601	573-431-5191 FAX 573-431-2426
ESC—Economic Security Corp. of the Southwest Area	PO Box 207 302 S. Joplin Joplin, MO 64802	417-781-0352 FAX 417-781-1234
HACK—Housing Authority for City of Kirksville	100 Valley Forge Drive PO Box 730 Kirksville, MO 63501	660-665-8539 FAX 660-665-1308
MHAH—Mental Health America of the Heartland	739 Minnesota Ave. Kansas City, KS 66101	913-281-2221 FAX 913-281-3977
MOCA—Missouri Ozarks Community Action, Inc.	306 South Pine St. PO Box 69 Richland, MO 65556	573-765-4509 FAX 573-765-4426
MVCAA—MO Valley Community Action Agency	1415 S. Odell Marshall, MO 65340	660-886-7476 FAX 660-886-5868
NECAC—NE Missouri Community Action Agency	PO Box 470 16 North Court St. Bowling Green, MO 63334	573-324-2055 FAX 573-324-2132
OACAC—Ozarks Area Community Action Corporation	215 South Barnes Springfield, MO 65802	417-864-3446 FAX 417-873-3360

Agency Name	Address	Phone Numbers
OAI—Ozark Action, Inc.	PO Box 588 710 East Main West Plains, MO 65775	417-256-6147 FAX 417-255-2967
OFRPC—Ozark Foothills Regional Planning Commission	3019 Fair St. Poplar Bluff, MO 63901	573-785-6402 FAX 573-686-5467
Pathways Community Behavioral Health	1800 Community Drive Clinton, MO 64735	660-890-8055 FAX 816-318-3473
Places for People	4130 Lindell St. Louis, MO 63108	314-535-5600 FAX 314-535--6037
QOP—Queen of Peace Center	325 North Newstead St. Louis, MO 63108	314-531-0511 FAX 314-531-5843
SAVE, Inc.	PO Box 45301 Kansas City, MO 64171	816-531-8340 FAX 816-531-4817
St. Patrick's Center	800 N. Tucker St. Louis, MO 63101	314-802-0990 FAX 314-802-1980

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Obligations of Landlords

- **Maintain Landlord-Tenant Relationships.** Landlords must comply with the provisions of leases and HAP contracts and the federal Fair Housing Act, perform regular maintenance, and perform all management and rental functions as required by state landlord-tenant laws.
- **Report Landlord-Tenant Issues.** The Landlord must notify the Processing Center of any disputes between the Landlord and a Participant, and may request a meeting with the involved parties to attempt resolution.
- **Supply Vacancy Information.** Landlords and property managers working with Processing Centers should keep Processing Centers informed of vacancies in their units.
- **Evictions.** If the Landlord evicts a Participant, the eviction must be handled under the provisions of Missouri state landlord-tenant laws, just as for any other tenant. The Landlord must give the Processing Center written notice of eviction at the same time the Participant is notified.
- **Discrimination Prohibited.** The Landlord shall not discriminate against a Participant on the grounds of race, color, creed, religion, gender, sexual orientation, national origin, disability, age or because of membership in a class such as unmarried mothers or recipients of public assistance.

Obligations of Participants

- **Cooperate In Fulfilling Program Requirements.** Participants assist DMH Housing and Processing Centers by providing information that certifies their initial and continuing eligibility and establishes what share of the rent they will pay.

Participants must sign an information release that allows personal information to be shared, in compliance with HIPAA, with DMH Housing, Processing Centers, Landlords and applicable support services.

- **Find a Qualified Unit.** Participants must select a unit which falls under the guidelines of the program and which passes a HQS inspection. Participants must allow the Processing Center to inspect the rental unit before initial move-in and at annual recertification.
- **Compliance With Lease and Household Obligations.** Participants must comply with all the terms of their lease as well as the terms of the Household Obligations, including allowing inspections of the unit.
- **Notify Processing Center of Communications With Landlord.** Participants must notify the Processing Center of any communications they receive from Landlords that may affect their continued tenancy.
- **Report Changes In Income and Family Composition.** Participants must report changes in this information to both the Processing Center and to their Case Manager, and are responsible for responding to requests from the Processing Center to update this information.
- **Comply With Program Policies.** Participants are required to know program policies and to abide by them. These include, but are not limited to the requirement that the unit be used as the Participant's primary residence; giving proper notice before moving out of a rental unit; and knowing that the Participant may be responsible for damages incurred in the unit. Participants must stay engaged in supportive services.
- **Zero Income.** A Participant who enters the program without any income must work with their Case Manager to increase their income through obtaining benefits or employment. 🏠

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- (C) Learning;
- (D) Mobility;
- (E) Self-direction;
- (F) Capacity for independent living;
- (G) Economic self-sufficiency; and

(v) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Based on the above, Applicants must have one of the following disabilities to qualify for Shelter Plus Care:

- A serious mental illness;
- An alcohol and/or drug abuse disorder;
- A developmental disability; or
- A diagnosis of AIDS or of HIV infection

2. **Homelessness.** Applicants must be currently homeless within the definition established for HUD homeless assistance programs by 24 CFR Section 582.5 (as amended effective January 4, 2012), and the HEARTH Act. The amended definition of homelessness established four categories of individuals and families who are homeless. **Per language in the 2011 HUD Continuum of Care Notice of Funding Available (NOFA), eligibility for Shelter Plus Care is limited to Category 1:**

- a. **Category 1: individuals or families who lack a fixed, regular, and adequate nighttime residence.** This category consists of:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); and
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not

meant for human habitation immediately before entering that institution.

- b. **Category 2: individuals or families who will imminently lose their primary nighttime residence, provided that:** (1) the primary nighttime residence will be lost within 14 days of the date of application for Shelter Plus Care; (2) no subsequent residence has been identified; and (3) the individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing. This category consists of:
- **An impending eviction from a rental unit carried out legally by the owner,** i.e., not a simple demand to vacate by the owner but an eviction order issued by a court;
 - **Inability to continue to self-pay for a motel or hotel stay, with no alternative residence.** Self-paying includes situations where the motel or hotel room is paid for by family, friends or the applicant's faith-based or other social network;
 - **An individual or family no longer being allowed to stay in housing by the owner or renter of that housing.** Typically this means a household staying with friends or family in an overcrowded or doubled-up situation (also known as "couch surfing") where the owner of the housing has told the applicant household they must leave by a certain date.
- c. **Category 3: an individual or family who does not otherwise qualify as homeless under the homeless definition but who is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute.** The other Federal statutes referred to above are:
- **Runaway and Homeless Youth Act** (42 U.S.C. 5701 *et seq.*)
 - **Head Start Act** (42 U.S.C. 9831 *et seq.*)
 - Subtitle N of the **Violence Against Women Act of 1994** (42 U.S.C. 14043e *et seq.*)
 - Section 330 of the **Public Health Service Act** (42 U.S.C. 254b)
 - **Food and Nutrition Act of 2008** (7 U.S.C. 2011 *et seq.*)
 - Section 17 of the **Child Nutrition Act of 1966** (42 U.S.C. 1786)
 - Subtitle B of title VII of the **McKinney-Vento Homeless Assistance Act** (42 U.S.C. 11431 *et seq.*)

In addition to qualifying as homeless under one of the above federal statutes, the applicant:

- Must have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for Shelter Plus Care;
- Must have experienced persistent instability as measured by two or more moves during the 60-day period immediately preceding the date of applying for Shelter Plus Care; and
- Can be expected to continue in such status for an extended period because of one or more limiting factors. These factors consist of:
 - chronic disabilities;
 - chronic physical health or mental health conditions;
 - substance addiction;
 - histories of domestic violence or childhood abuse (including neglect);
 - the presence of a child or youth with a disability; or
 - two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

- d. **Category 4: any individual or family who is fleeing, or is attempting to flee, domestic violence**, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence.

The Applicant can have no other residence; and must lack the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

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The Federal regulations redefining homelessness for HUD homeless assistance programs can be found at:

2. Documentation for homelessness defined by Categories 2-4 is not discussed here because those categories don't apply to Shelter Plus Care. To see those documentation requirements, see the new regulations published in the Federal Register at:

http://www.hudhre.info/documents/HEARTH_HomelessDefinition_FinalRule.pdf

3. **Note that in many cases, documenting homelessness requires more than one piece of documentation.** For a person who has recently resided in an institution for 90 days or less and who was homeless immediately prior to that situation, DMH must receive documentation for both the homelessness and the institutionalization. **All letters described above must be on agency letterhead and signed and dated by the author. A letter missing any of these characteristics cannot be considered valid documentation.**
6. Homelessness must be re-verified in the same manner as described above if the Applicant is referred for SPC assistance more than 30 days after their eligibility is established.

Documenting Chronic Homelessness

1. If a Case Manager believes his or her client fits the definition of chronic homelessness as described above, it is often of benefit to the client to make the effort to fully document the chronic homelessness because wait time for chronic-only DMH SPC programs is often shorter than for other DMH SPC programs.
2. There are two approaches to take, depending on the client's housing history:
 - a. **Document one full year of homelessness.**
 - If the client has been sleeping in emergency shelters for one full year, the Case Manager can document this by showing a series of consecutive shelter stays that include nearly every day for the 12 months prior to the date the application is submitted.
 - If the client has lived "on the street" for the past year or more, document this by letters from persons who have personally seen and worked with the client continuously in street settings for the past 12 months. Persons who can write such letters are usually either the Case Manager him or herself, or an outreach worker who has known the client to be on the street for the past year. In both cases, the letter must be written to reflect eye witness accounts of such interactions with the client.
 - A combination of both shelter and "street" documentation can also be

3. Each episode, whether shelter stay or street homelessness, must be documented. The types of chronic homelessness documentation are more limited than 'regular' homelessness documentation, and can consist of:
 - Dated letters from emergency shelters stating the Applicant's entry and exit dates to and from the shelters;
 - Printouts of HMIS data or reports showing dates of shelter stays;
 - Letters from persons other than the Applicant verifying by eyewitness account that the Applicant has slept or is sleeping in places not meant for human habitation (e.g., a vehicle, abandoned building, park bench, etc.).
4. Note that in the example above, the Applicant spent a year in a transitional housing program. **Stays in transitional housing do not count as episodes of homelessness for purposes of documenting chronic homelessness**, and a person currently staying in a transitional housing program is not considered chronically homeless. Similarly, none of the homelessness situations added to the HUD definition of homelessness that was revised in January 2012—imminent eviction, fleeing domestic violence, etc.—count as homeless episodes for purposes of qualifying an Applicant as chronically homeless.

Shelter Plus Care Application Policies and Procedures

1. DMH Housing can only accept an application submitted on the most current version of application available on the DMH Housing Web site. Before filling out an application, check this Web page to see if you have the most current version:

<http://dmh.mo.gov/housing/ShelterPlusCare.htm#ApplyingforSPCAssistance>

You can also download the complete Application for Shelter Plus Care at the above link.

2. Completion of an application requires the efforts and cooperation of both the Case Manager and the Applicant. Submit completed applications to the DMH Central Office by fax at **573-526-7797**.
3. An application must be complete in order to determine eligibility. Once an application is reviewed and found to be incomplete, DMH Housing will contact the Case Manager who submitted the application and inform him or her that the application is incomplete; discuss what is needed to make it complete; and notify

the Case Manager that he or she has 30 days to submit the required information. If the information is not received within 30 days, the application will be made inactive and destroyed.

4. The SPC Application consists of:

- Informational cover sheet
- Application Checklist
- Application for Shelter Plus Care (Sections 1-13)
- Verification of Disability (Attachment A)
- Service Plan (Attachment B)
- Verification of Homelessness (Attachment C)
- Verification of Chronic Homelessness (Attachment D)
- Consent for Disclosure of Applicant's Protected Health Information (Attachment E)
- Notice of Client Rights

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5. Tips for filling out a DMH Shelter Plus Care Application:

- **Completeness:** everything in the application is there for a reason—**please fill out everything**. If an item does not apply to your client, indicate "N/A".
- **Homelessness:** discuss with the applicant their complete recent housing history before you fill the application out. **If your client has never been homeless within HUD's definition, they will not qualify for this assistance.**
- **Homelessness Documentation:** it is essential to include written documentation of the Applicant's homelessness with the application. If homelessness documentation is omitted from the application, the application is considered incomplete and will be made inactive after 30 days.
- **Service Plan:** Case Managers may either complete this form or submit a copy of the provider agency's Assessment, Treatment Plan, or Service Plan. If you choose to fill out DMH's form, provide as much detail as possible, including frequency or schedule of visits to physicians, therapy, and case management; plans for future employment training or benefits applications; long-term employment, career and housing goals—in short, anything relevant to the categories listed on the form.
- **Signatures:** be sure that every item that requires a signature has one, and that

the Applicant has not signed by mistake in a place where either you or a third party is required to sign.

6. When an Applicant reaches the top of a Wait List and can be referred for SPC assistance, a DMH Housing staff member will contact the Case Manager and request that documentation of the Applicant's current homelessness be submitted to DMH Housing; new documentation is required if more than 30 days have elapsed since the Applicant was originally placed on the wait list. This documentation is of the same sort required by the original application, including but not limited to a letter from a shelter or transitional housing program, a letter from a person who has witnessed the Applicant living in a place not meant for human habitation, or a printout from a HMIS database documenting shelter stays.
7. A DMH Housing staff member refers eligible SPC Applicants when SPC grant funds make the assistance available. Referrals are made to a Processing Center. Valid referrals can only come from DMH Housing, never from an Applicant or a Service Provider. All referrals must include a DMH referral cover sheet.
8. The Processing Center will contact the Case Manager by telephone within 72 hours of receipt of a referral from DMH Housing to schedule an intake meeting. The Applicant and the Case Manager are required to attend the intake meeting. Missed appointments are handled on a case-by-case basis.
9. The Applicant is required to provide the following documentation at the intake meeting (some Processing Centers require this documentation to be submitted before the intake meeting is scheduled):
 - A driver's license or other state or federally issued picture identification;
 - Social Security Card or other proof of Social Security number;
 - Household income documentation not older than 30 days;
 - Birth certificates for all minors that will live in the assisted household; and
 - Social Security Card or other proof of Social Security number for all minors in the assisted household who have a Social Security number assigned.

Based on information provided in the application for Shelter Plus Care, the Processing Center may also ask the Applicant to bring documentation that relates to calculating the assisted household's adjusted gross income. These items include:

- Costs for childcare incurred so that a member of the household can work or

go to school;

- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses.

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for their own rental unit.

10. The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with SPC's program rules. If an Applicant allows the time period for locating a unit to expire, the Applicant must reapply if still interested in receiving rental assistance. If there are extenuating circumstances, DMH will grant on a case-by-case basis an extension of time for the Applicant to find a rental unit.

Shelter Plus Care Wait List Policies

1. Each geographic area that has access to a Shelter Plus Care program has at least one Wait List. Counties or regions served by multiple SPC grants normally have more than one Wait List. Wait Lists are established and monitored by DMH Housing. Wait Lists for Sponsor-based and Project-based SPC grants are maintained by the Sponsor or property owner agency.
2. As Applicants are found to be eligible for SPC assistance based on the information provided in their application, their names are placed on the appropriate Wait List. Placement on the wait List is based on the date an Applicant is found to be eligible for SPC assistance.
3. When an Applicants' name reaches the top of the Wait List and SPC program funds are available, DMH Housing will send a referral to the appropriate Processing Center, who will then schedule an intake meeting with the Applicant and Case Manager. If an Applicant has been on a Wait List longer than 30 days at the time they can be referred to a Processing Center, the Case Manager will be asked to submit documentation of current homelessness to DMH Housing before the referral takes place.

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Eligibility for Rental Assistance Program (RAP)

1. **Disability.** Applicants for RAP must have a disability of the same type required for Shelter Plus Care Applicants. See the [discussion of disability under Shelter](#)

void and the Applicant must reapply.

4. The RAP Application consists of:

- Informational cover sheet
- Application Checklist
- Application for Rental Assistance Program (Sections 1-11)
- Verification of Disability (Attachment A)
- Service Plan (Attachment B)
- Authorization for Disclosure of Consumer Medical/Health Information (Attachment C)

5. RAP assistance can consist of the following:

- Transitional rental assistance—available until the Applicant can transition to a form of permanent self-paid or assisted housing;
- One-time rental assistance—one month's rent payment;
- One-time move-in costs—one month's rent and/or a security deposit up to the value of one month's rent;
- One-time move-in/household start-up costs; or
- Assistance with paying previously owed rent.

6. Tips for Filling Out a DMH RAP Application:

- **Completeness:** everything in the application is there for a reason—**please fill out everything**. If an item does not apply to your client, indicate "N/A".
- **Housing Crisis:** a detailed description of the Applicant's need for assistance must be included with the application in the form of a letter from the Case Manager. The letter should describe the nature of the housing crisis the Applicant is experiencing, the reasons for the crisis, and the nature of the need (on-going assistance or one-time assistance, and what type). If the Applicant's need relates to living in substandard housing, the letter should provide as much detail as possible regarding the condition of the Applicant's current housing; it should answer such questions as: Are utilities turned on, and if so which ones? Is the unit's weatherproofing compromised? Are vermin present in the unit? Is basic sanitation and hygiene available? Are there any other dangerous conditions present?
- **Service Plan:** provide as much detail as possible in the Service Plan,

including frequency or schedule of visits to physicians, therapy, and case management; plans for future employment training or benefits applications; long-term employment, career and housing goals—in short, anything relevant to the categories listed on the form.

- **Medical Information Release Form:** when filling out Attachment C, the medical information consent form, do **not** let the Applicant sign the “Revocation” section on page two of the form; if this is signed, it indicates the Applicant is declining to consent to share their personal information, and this prevents DMH Housing from processing the application or making a referral.
- **Signatures:** be sure that every item that requires a signature has one, and that the Applicant has not signed by mistake in a place where either you or a third party is required to sign.

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7. RAP does not use a wait list system; typically, if an Applicant is deemed eligible and if funds are available, the Applicant will be approved for the assistance within a few days. All RAP Applications are retained for 30 days, after which they are voided.
8. A DMH Housing staff member will refer eligible RAP Applicants when RAP funding makes assistance available. Referrals are made to a Processing Center.
9. The Processing Center will contact the Applicant’s Case Manager by telephone within 72 hours of receipt of a RAP referral from DMH Housing. If DMH Housing approved a request for transitional rental assistance, the Applicant and case Manager must attend an intake meeting of the same type as used in Shelter Plus Care. If an Applicant misses the scheduled intake meeting, he or she must reapply if still interested in receiving rental assistance. Most one-time assistance is paid directly to a Landlord or property owner, and in those situations the Applicant and Case Manager not need to come to the Processing Center in person. If assistance with start-up costs was approved, the Case Manager or client will be asked to come to the Processing Center to pick up a voucher for the assistance.
10. For transitional rental assistance, the Applicant is required to provide the following documentation at the intake meeting (some Processing Centers may require this documentation to be submitted before the intake meeting):
 - A driver’s license or other state or federally issued picture identification;
 - Social Security Card or other proof of Social Security number;

- Household income documentation not older than 30 days;
- Birth certificates for all minors that will live in the household; and
- Social Security Card or other proof of Social Security number for all minors in the household who have a Social Security number assigned

Based on information provided in the RAP Application, the Applicant may also be asked to bring documentation that relates to calculating the assisted household's adjusted gross income. These items may include:

- Costs for childcare incurred so that a member of the household can work or go to school;
- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for their own rental unit.

11. The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with RAP's program rules. If an Applicant allows the time period for locating a unit to expire, the Applicant must reapply if still interested in receiving rental assistance. On a case-by-case basis, DMH Housing may grant an extension of time for the Applicant to find a rental unit.

Who Verifies SPC and RAP Eligibility?

1. DMH Housing is responsible for verifying eligibility for SPC and RAP before referring an Applicant to a Processing Center. DMH Housing verifies the Applicant's disability, homelessness or chronic homelessness, housing crisis, and supportive services. DMH Housing also looks at the available preliminary income information to ensure that it doesn't exceed Program income limits.
2. Processing Centers are responsible for verifying an Applicant's household composition and household income in detail based on written documentation provided to the Processing Center after a referral has taken place.
3. Processing Centers keep income information on file for each household participating in either Program. In order to prevent fraud, Processing Center staff should be observant of any obvious discrepancies between written information supplied by DMH Housing and that supplied by the Applicant.

This also applies to verbal statements made by the Applicant or Case Manager during the course of the intake meeting that conflict with the information submitted to the Processing Center by DMH Housing in a referral. 🖨

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3. Income documentation must be no older than 30 days in order to calculate household income.
4. If the Processing Center is unable to adequately document household income through either the Applicant or by contacting third parties, processing of a first-time voucher or recertification must be suspended and the Processing Center should contact DMH Housing. In such a situation, the Processing Center must document in writing its good-faith efforts to obtain the necessary information.
5. If the Processing Center determines that an Applicant is ineligible because of income, it must notify DMH Housing.

Technical Advisements From HUD on Certain Income Issues

In its Technical Bulletin 09-02, dated September 30, 2009, the Kansas/Missouri HUD Regional Office issued technical assistance on various household income calculation issues. The text of that Technical Bulletin is reproduced below:

- ***Payroll Deductions/Garnishments*** – Many grantees have asked whether or not they are to count as part of income, monies deducted from a participant’s paycheck, such as a garnishment for child support or other type of garnishment. The answer to this is YES. Employment income is determined by the amount of money earned by a person (Gross Income) and not from the amount of income a person receives after payroll deductions *of any type* (Net Income).
- ***Child Support*** – Grantees have often asked if a person was paying child support, could they reduce the person’s income by that amount. The answer to this is NO. Again, income is the amount of *money* that a person *earns*. A child support payment would be no different than any other expense or debt that a person pays.
- ***Rounding Up on Calculations*** – This should not occur when calculating rent or income. In the case of determining a client’s rent, it is recommended that the grantee round **down** to the nearest whole dollar.
- ***Source Documentation for Employment Income Verification*** – It appears that most grantees are using a person’s paystubs as sole documentation of employment income. While paystubs are a good source, they should not be the only source used. Paystubs are merely a “snapshot” of a particular pay period worked by the employee and do not accurately reflect his/her annual pay. Essential information such as overtime worked and its likelihood of continuance, pay raises received and expected, number of hours an employee is expected to work (a paystub will only show the actual hours worked) and at what pay rate and frequency should be

collected. Not accounting for all of one's income could lead to providing program benefits to over-income persons, which could also lead to not serving potentially eligible persons in need. Additionally, it could also lead to charging incorrect rents to participants.

- ***Miscalculating Social Security Income*** – The full amount received from Social Security must be used to determine income. The full amount is the total benefit that a recipient receives or is awarded, inclusive of the Medicare insurance premium (if the client receives this benefit). HUD has found many grantees are only counting the net amount, or the monthly amount which is deposited into the recipient's bank account.

EXAMPLE 1 – PERIODIC SOCIAL SECURITY PAYMENTS

Lucy Lou's Social Security Award Letter informs her that she will be receiving \$741 as a monthly benefit. The letter also states that the monthly premium for her medical insurance (Medicare) of \$96 will be deducted. Therefore, Lucy should expect to receive a Net monthly deposit into her bank account in the amount of \$645.

How much is counted for projecting Lucy's 12-month income? The total of \$741 must be counted for the 12-month projected income.

A secondary issue concerning the miscalculation of Social Security income involves adjustments for prior overpayment of benefits. Please see the example below:

EXAMPLE 2 – ADJUSTMENT FOR PRIOR OVERPAYMENT OF BENEFITS

Johnny Jump's Social Security payment of \$250 per month is being reduced by \$25 per month for a period of six months to make up for a prior overpayment.

In projecting Johnny's 12-month income, count his Social Security income as \$225 per month for the next six months and \$250 per month for the remaining six months.

Johnny's income should be calculated as:

\$1,350	(\$225 x 6 months)
<u>\$1,500</u>	(\$250 x 6 months)
\$2,850	

Johnny's 12-month projected income would be **\$2,850**.

You are reminded that when Social Security or SSI Benefit income is paid in a lump sum as a result of deferred periodic payments, that amount is excluded from annual income. Additionally, if an agency is reducing a family's or individual's benefits to adjust for a prior overpayment (e.g., Social Security, SSI/SSD, TANF, or

unemployment benefits), grantees are to count the amount that is actually provided after the adjustment.

For guidance on determining income and calculating resident rent, see:

- Tenant Rent Calculations for Certain HUD McKinney Act Programs: [CPD-96-03](#)
- Annual Income Regulations: [24 CFR Subtitle A, Section 5.609](#)
- Mandatory Income Deductions: [24 CFR Subtitle A, Section 5.611](#)
- Earned Income Disallowance: [24 CFR Subtitle A, Section 5.617](#)

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Applicants Reporting Zero Income

Applicants may assert in an application for Shelter Plus Care that they have no income to report. Applicants and Case Managers both must sign a statement in the application asserting that the zero income claim is true. During the intake process, Processing Centers must update this information by once more asking the Applicant and the Case Manager about the Applicant's income situation. Processing Center staff should be aware of any obvious signs of fraud in regard to a claim of zero income. If the Applicant's appearance or actions raise doubts about the matter, Processing Center staff should suspend the processing of the voucher and contact DMH Housing.

Zero income Program Participants are monitored by DMH Housing. With few exceptions, no Shelter Plus Care Participant should remain at zero income for longer than two years. RAP Participants are not monitored because of the transitional nature of the program; however, DMH Housing expects that Case Managers involved in either program will diligently pursue income development with Participants.

Calculating Tenant Gross Income

Gross household income consists of two elements: **asset income** and **anticipated annual income**.

1. **Asset Income.** To be considered as part of household income, the total net value of all of a household's assets must be \$5000 or more. If, for example, a household's only asset is a savings account with \$500 in it, that account is not considered an asset and no asset income will be included in the calculation of gross income. If a household had an insurance policy with a face value of \$4800 and a savings account containing \$300, then those assets must be counted as asset income.

22. Annual Adjusted Income	(Item 12 minus 21)	(22) <u>\$18,848</u>
23. Monthly Income	(Item 12 divided by 12 months)	(23) <u>\$1,794</u>
24. Monthly Adjusted Income	(Item 22 divided by 12 months)	(24) <u>\$1,570</u>
25. 30% of monthly adjusted income	(Item 24 x .30)	(25) <u>\$471</u>
26. 10% of monthly income	(Item 23 x .10)	(26) <u>\$179</u>
27. Total Tenant Payment	(enter larger of Item 25 or 26)	(27) <u>\$471</u>
28. Contract Rent		(28) <u>\$650</u>
29. Applicable Utility Allowance	(enter amount from PHA schedule)	(29) <u>\$97</u>
30. Gross Rent	(Item 28 + Item 29)	(30) <u>\$747</u>
31. Total Tenant Payment	(same as Item 27)	(31) <u>\$471</u>
32. Tenant Rent		(32) <u>\$374</u>
(Item 31 minus Item 29. If result is negative, enter zero.)		
33. Utility Reimbursement		(33) <u>\$0</u>
(If Item 32 is zero, enter Item 29 minus Item 31.)		
34. Housing Assistance Payment	(Item 28 minus Item 32)	(34) <u>\$276</u>



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CHAPTER FOUR—Processing and Administering SPC and RAP Vouchers

- *Meeting With Processing Centers for Initial Client Intake (SPC and RAP)*
- *Verification of Household Information*
- *Occupancy Standards for SPC and RAP*
- *Full-Time Caregivers in SPC- and RAP-Assisted Households*
- *Homeless Management Information Systems (HMIS)*
- *Fair Market Rent*
- *Rent Increases by Landlords*
- *Rent Reasonableness*
- *Housing Quality Standards*
- *Landlord Documents*
- *Lease Approval and HAP Execution*
- *Required Annual and Interim Recertifications*
- *Termination of Rental Assistance*
- *Termination of Lease and Moving*
- *Eviction*
- *Family Breakup—Divorce or Death*
- *Absence From the Unit*
- *Landlord Participation*
- *Security Deposits and Damages*
- *Utility Allowance*
- *Adjustments of Tenant Rent*
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Meeting With Processing Centers for Initial Client Intake (SPC and RAP)

Before proceeding with the intake meeting, Processing Center staff verify the contents of the DMH referral with the Case Manager and Applicant, including the Applicant's homeless status (for SPC) or housing crisis (for RAP), their ongoing case management, their proposed household composition, their sources of income, if any, and the type of assistance being requested in a referral for RAP assistance. If no issues are found that disqualify the Applicant from proceeding or that require a delay, the Processing Center will begin the intake meeting with the Applicant. Processing Centers may hold initial intake meetings individually or in small groups.

1. During the intake meeting, Processing Center staff discuss with the Applicant all of the following items and provide written information where applicable:
 - The obligations of all persons who will reside in the assisted household (see the sample form, "Household Obligations," in [Ch. 8](#)).
 - The rights and responsibilities of Landlords.
 - The policy for maintaining the privacy of Participant's personal information.
 - How to find a suitable unit and how long the Participant has to find a unit.
 - The general locations of the areas in which the Processing Center is able to

execute housing contracts with Landlords.

- How to get the Landlord documents (see [Ch. 8](#), “Landlord Documents”) completed and returned to the Processing Center.
- Required information about potential lead-based paint hazards in rental housing. Processing Centers must provide to Participants an informational pamphlet from the U.S. Environmental Protection Agency on lead-based paint hazards in homes and at work, found at:

http://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf

- Information about the size of rental unit (number of bedrooms), who can reside in the unit, and the amount of rent the Participant should look for when seeking housing.
- Information about how the Participant’s share of the rent is computed and how much rent will be paid to the Landlord by the Processing Center.
- Federal, State and, where applicable, local fair housing laws. The rights and remedies regarding housing discrimination will be explained.
- Information about accessing the Missouri State Highway Patrol’s Sex Offender Registry web site at:

<http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/SOR/SORPage.html>

**At a Glance:
Processing a Rental Subsidy**

1. Review [application](#) referred from DMH Housing
2. Collect Applicant and household documentation
3. Review program guidelines and [Household Obligations](#)
4. Sign additional Processing Center forms
5. Review method of [rent calculation](#)
6. Processing Center prepares rent subsidy document
7. Review [Landlord Packet](#) and steps for lease up:
 - Review [lease](#)
 - [Rent Reasonableness](#) Survey (SPC only)
 - [HAP Contract](#)
 - [HQS](#)
8. Review methods for finding a unit
9. Lease signing
10. Participant moves in

2. Once the Applicant completes the intake meeting and has all necessary paperwork, time begins to run on the 30-day period to locate a rental unit. Case Managers are required to assist Applicants in the housing search.
3. Applicants who are unable to locate a rental unit within the initial 30-day period because circumstances such as illness or hospitalization rendered them incapable of conducting a housing search may request a 30-day extension of time from the Processing Center. Processing Centers must obtain written

HUD's FMR data is updated annually and is available at:

<http://www.huduser.org/datasets/fmr.html>

Rent Increases by Landlords

Landlords may request an increase in rent once per year when a client is undergoing recertification. The increase may be part of the process of signing a new one-year lease with the Participant. If no new lease is requested, Landlords are responsible for requesting rent increases annually during recertification. A DMH Housing Staff person must approve any increase in rent before it goes into effect. In the St. Louis region, contact Judy Johnson for rent increase approvals; in the Kansas City area, contact Amy Copeland (see the [Introduction](#), "DMH Housing Staff Contact Information"). For all other requests, call the DMH Housing Unit at 573-751-9206.

Rent Reasonableness

1. In addition to using Fair Market Rent as a standard to establish rents for Shelter Plus Care (and which DMH also uses for its Rental Assistance Program), HUD also requires that all rents for units assisted by Shelter Plus Care be "reasonable." "Rent Reasonableness" Surveys are required for all newly assisted units in Shelter Plus Care (and under some other circumstances described below); RAP-assisted units do not require Rent Reasonableness Surveys.
2. Determining Rent Reasonableness involves two comparisons. First, the Processing Center must compare the rent for the SPC unit to rents for three similar unassisted units in the marketplace. Second, the Processing Center must compare the rent to rents for three similar units on the same premises (or other units owned by the same Landlord).
3. Processing Centers must conduct Rent Reasonableness Surveys on all SPC-assisted units under the following circumstances:
 - Before a HAP Contract is signed (i.e., for a first-time rental for a new Participant; and for when an existing Participant moves to a new unit); and
 - For any unit whose rent has increased.
4. To conduct a Rent Reasonableness survey, the Processing Center must determine whether the rent asked by the owner is a reasonable rent in comparison to rent for three other comparable unassisted units. In determining comparability, the Processing Center must consider:

- Location, quality, size, unit type, and age of the contract unit, and
 - Amenities, housing services, maintenance, and utilities the owner must provide under the lease.
5. Comparable units examined in a Rent Reasonableness Survey must have contract rents within \$50 of the unit being surveyed to be considered rent reasonable.
 6. If a unit is found to be “rent reasonable,” its contract rent plus utilities may exceed the relevant Fair Market Rent rate by up to 10%. Units that exceed the Fair Market Rent must be approved by DMH Housing.
 7. See the **Sample Form, “Rent Reasonableness Survey and Certification,”** on the next page.

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Landlord Documents

The Processing Center will rely on the Participant to convey for completion a set of documents to a Landlord who has agreed to rent to the Participant. These documents are often known collectively as a “Landlord Packet” and consist of the following:

- IRS Form W-9, “Request for Taxpayer Identification Number and Certification” — this form is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Request for Tenancy Approval
- Tenant-Based Rental Assistance Payments Contract
- Landlord, Agent or Management Company Contact Information
- Unit Data Sheet
- Other instructions or information for Landlords about DMH rental assistance programs, HQS requirements, Landlord obligations, etc.

See [Chapter 8, “Forms and Online Resources,”](#) for samples of the above forms. Processing Centers may wish to develop their own set of instructions to Landlords on completing these forms correctly, as well as information sheets about other aspects of renting to voucher program participants. Along with a signed Lease, the forms must be completed by the Landlord and returned to the Processing Center before the Participant can move into the assisted unit. The “Unit Data Sheet” is optional, but the information requested on that form is required to perform a Rent Reasonableness Survey.

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Lease Approval and HAP Execution

1. A lease is a legal contract between the Participant and the Landlord. The Housing Assistance Payment contract (HAP) is a legal contract between the Processing Center and the Landlord. [See Chapter 8, “Forms and Online Resources,”](#) for samples of these documents.
2. When the Participant has located a suitable unit and the Landlord has agreed to rent the unit to the Participant, the Landlord completes a Request for Tenancy Approval form ([see Ch. 8](#)) and sends it and a copy of the proposed lease to the Processing.
 - a. No new HAP contract or lease will be effective until the unit passes an HQS

- inspection and the appropriate inspection reports are completed by Processing Center staff.
- b. No new HAP contract or lease will be effective until a Rent Reasonableness survey and certification is conducted for the new unit. No change in contract rent will be effective until a rent reasonableness survey and certification is conducted for the unit.
 3. The Processing Center reviews the information in the Request for Tenancy Approval and the proposed lease. If the Processing Center approves the Request for Tenancy, the determination is sent in writing to the Landlord and the HQS inspection is scheduled and takes place. If the prospective unit passes the HQS inspection, the Participant will be notified by the Processing Center. The process from receipt of Request for Tenancy Approval to notifying the Participant that the unit passed inspection should take no more than ten (10) working days, providing the unit is available for inspection when the Request for Tenancy Approval was received. In cases where the unit is not immediately available for inspection, the Processing Center's determination should be made within ten (10) working days after the Processing Center is notified that the unit is available for inspection.
 4. Once the tenancy is approved, the appropriate lease and HAP contract is executed between the Processing Center and the Landlord. Prior to the execution of the lease, the Processing Center must review the lease to ensure that its provisions do not conflict with this Manual or with any Program rules. Such prohibited conflicts include *but are not limited to*:
 - Allowing a tenant to work for the Landlord in exchange for rent;
 - The Lease being in effect for longer than 12 months;
 - Requiring a security deposit in an amount greater than one month's rent;
 - Holding the Tenant responsible for paying the cost of repairing ordinary 'wear and tear' to the rental property; and
 - The creation of provisions that conflict directly with federal, state and local fair housing laws and landlord-tenant laws.
 5. No Participant shall move into a unit without a signed HAP contract and lease on file.
 6. For units currently under contract, payments by the Processing Center to the Landlord shall be mailed on the first business day of each month. For new units

Termination of Lease and Moving

SPC and RAP Participants must stay in their first assisted rental unit for 12 months; after that, the Participant may move once per year if desired or needed with the following limitations:

- Move-outs must be timed to coincide with the end of the lease year;
- The Participant must notify his or her Case Manager 60 days in advance of the move-out date;
- Upon notice of the intended move-out, Case Managers are required to evaluate the reasons for the Participant's desire to move in order to ensure that the move will not jeopardize the Participant's housing stability;
- If the case manager does not approve of the move, they must notify DMH Housing immediately;
- Participants must provide written notice to the Processing Center of their intention to move at least 30 days prior to the move-out date, and must include a letter from Case Manager approving the move;
- Participants must provide written notice to the Landlord of their intention to move at least 30 days prior to the move-out date.

If the Participant wants to move before the end of any lease term, permission may be granted only with a written statement from the Landlord to the Processing Center releasing the Participant from the lease. Under certain circumstances involving, for example, the Participant's health, safety, or employment needs, DMH Housing may waive the above limitations.

Eviction

A Landlord may evict a Participant household from the contracted unit only by instituting a court action. The Landlord must notify the Processing Center in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the Participant pursuant to state or local law. The notice to the Processing Center may be given by furnishing the Processing Center with a copy of the notice to the household. ***Eviction does not always equal termination of rental assistance.*** Final termination of rental assistance may only be approved by DMH Housing.

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Family Breakup—Divorce or Death

1. When a Participant's household breaks up, the rental assistance remains with the eligible Participant, i.e., the person receiving services from DMH.
2. If the Participant member of the household dies, any remaining members of the household can continue to receive assistance until the end of the Program year. SPC-assisted households can receive assistance until the end of the contract period of the grant that funds that household's assistance. For example, if a Participant dies on September 1, 2009, and the grant that funds the assistance ends on May 31, 2010, that household can receive SPC assistance until May 31, 2010. RAP-assisted households can continue to receive assistance until the end of the Missouri state government fiscal year on June 30th.

Absence From the Unit

SPC and RAP Participants may be absent from their units for up to 90 days and continue to receive rental assistance. The sole exception to this allowance is incarceration, which causes rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis; very brief stays in jail for minor infractions will not result in termination. Participants are required to notify the Processing Center if they plan to be absent from their unit for longer than 30 days.

Landlord Participation

1. Landlords are required to provide the following in writing prior to execution of the Housing Assistance Payment contract:
 - Proof of ownership;
 - Name, address and telephone number;
 - Name(s) of agents or managers who are authorized to act in their behalf and/or sign documents;
 - Tax ID or Social Security Number; and
 - Corporate status
2. As provided in 24 CFR Section 982.306, the Processing Center may not approve a unit if the Landlord:
 - a. Is known to have violated obligations under a HAP contract;

decision should be given to all participants in the hearing that same day. Documentation of the hearing must state the reasons for the hearing and the decision. Factual determinations relating to the individual circumstances of the Participant shall be based on a preponderance of the evidence presented at the hearing.

8. The DMH Housing staff person assigned to the program has the final say with respect to the outcome of the informal hearing.

Termination From Assistance Without Hearing or Due Process

Some actions by Program Participants can result in automatic termination from assistance without the need for a hearing or due process. Generally these situations involve the Participant's absence from the assisted unit, either because of long-term incarceration or because the Participant has abandoned the unit voluntarily without giving notice to the Processing Center. In such cases, once the situation has been documented by the Processing Center, housing assistance will terminate automatically. In the absence of a 30-day notice to the Landlord of the Participant's departure, a final month's rent will generally be paid. 🏠

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CHAPTER SEVEN—Program Monitoring and Evaluation

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As required by DMH contracts with Processing Centers, DMH Housing annually monitors the performance of Processing Centers. The monitoring, or review, will be scheduled in advance on a date that is mutually agreed upon, and DMH Housing shall send confirmation in writing. The review may result in more than one visit depending on the outcome of the initial report.

DMH Housing reviews Processing Centers in the following areas:


1. Compliance with the policies set forth in this Manual, including but not limited to:
 - Accuracy of Participant rent calculations and payments;
 - Conducting Rent Reasonableness surveys;
 - Maintenance of accurate, organized and accessible Participant records;
2. Compliance with the terms of the Processing center's contract with DMH, including but not limited to:
 - Timely entry of Participant data in the Processing Center's local Homeless Management Information System; and
 - Maintenance of staff time sheets documenting the amount of time spent on Shelter Plus Care activities, including time spent on individual grant programs where the Processing Center administers more than one program.
3. Compliance with local, state and federal fair housing laws and ordinances.

[See Chapter 8, "Forms and Online Resources,"](#) for the "Program Monitoring Tool" form used by DMH Housing as a guide to program monitoring.

As part of the Processing Center monitoring, DMH Housing may also request to conduct its own Housing Quality Standards inspections of Program-assisted rental units to provide quality control on HQS inspections done by the Processing Center.

Per the contract between DMH and the Processing Center, there may also be a financial audit. Financial audits are scheduled separately and conducted by DMH Accounting staff, rather than the Housing staff.

A written report on the monitoring results shall be completed by DMH Housing and mailed within 30 days of the review to all involved parties, including the Executive

Director and Board President of the Processing Center. 

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Very Low Income – Income that does not exceed 50% percent of area median income

Voucher – A type of rental subsidy



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